AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 13, 2015
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 in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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. **District Attorney's Office:**

A. **AI-51397** Proclamation declaring October 2015 as Domestic Violence Awareness month.

7. **Constables:**

A. **AI-51670** Constable Pct.#2 (1100):
Discussion, consideration and approval to appoint Jose Alonzo Padilla as Deputy Constable by Constable Martin Cantu, Constable Precinct 2 in accordance with Texas Local Government Code Section 86.011.

8. **Sheriff's Office:**

A. **AI-51631** 1. Authorization and approval to accept the 2015 Memorial Day Click it or Ticket Incentive Award Program with the Texas Department of Transportation.
2. Approval of certification of revenues as certified by the County Auditor for the 2015 Click it or Ticket Incentive Award Program
3. Approval of appropriation of funds in the amount of $3,000.00.

B. **AI-51628** Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD-1777), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Link Card Request) for the following:
Approval of requisition #284565 for (91) Data Link Hosted Access for vehicle modems ($37.99 each per month).

C. **AI-51586** State Criminal Alien Assistance Program (SCAAP) Grant (1284): Authorization and approval to accept the State Criminal Alien Assistance Program (SCAAP) 2015 Grant in the amount of $34,934.00.

D. **AI-51713** Approval to accept a donation from OXY USA, Inc. in the amount of $1,500.00

9. **Executive Officer:**

A. **AI-51765** Community Service Agency:
Discussion, consideration and authorization to change member contact information for TAC unemployment group account fund and authorize Valde Guerra, Executive Officer to sign form

B. **AI-51751** Facilities Management:
Approval of credit application and agreement with Morrison Supply Company in order to purchase plumbing supplies for County Buildings and authorize Valde Guerra, County Executive Officer to sign documents

C. **AI-51705** Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	**Invoice Date/#**	**Amount**	**Cause#**
Law Office of Preston Henrichson, P.C.	8/4/15 / 11040	$7,937.34	D.C. & R S. v. County

D. **AI-51704** Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Amount	Cause#
Atlas, Hall & Rodriguez, LLP	8/7/15 / # 1038931	$2,999.49	County v. PEI

E. **AI-51703** Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Amount	Cause#
Palacios, Garza & Thompson	9/25/15 / #2642	$1,522.00	L. Rodriguez-Serna v. County

F. **AI-51707** Requesting approval to authorize Valde Guerra, Executive Officer to approve expenses exceeding $500.00 on behalf of the county, as stipulated on Attorney Letters of Engagement for legal representation on county cases

G. **AI-51536** Children's Advocacy Center d/b/a Estrella's House (1100):
1. Discussion, consideration, and action regarding funding request in the amount of $50,000.00 from the Children's Advocacy Center, d/b/a Estrella's House.
2. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
3. Approval of 2015 appropriation of funds for the Child Advocacy Center in the amount of $50,000.00.
4. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by the County Auditor.

H. **AI-51509** Request by Region One Education Service Center for the use of the Hidalgo County Courthouse for 2016 Mock Trial Competition to be held on Saturday, January 16, 2016 and Monday, January 18, 2016 (evening)

I. **AI-51752** Request by American Legion Post 408 to use the courthouse square parking lot for the Veterans' Day Parade to be held on Saturday, November 7, 2015 (8-11am)

J. **AI-51761** Requesting permission for the Veteran Affairs Office to use the courthouse open forum area for a ceremonial unveiling of a Vietnam veteran's name on the memorial wall on Wednesday, Nov. 4, 2015 from 9:30 to 10:30 a.m.

K. **AI-51671** Approval to accept settlement check from State Farm Insurance Company in the amount of $316.95 to settle auto accident with County vehicle. (Sheriff Office)

10. **Human Resources:**

A. **AI-51690** RLSS/LPHS (1293)/Health Clinics (1100)/CPS/HAZARDS (1293)/DA Investigation HB65 (1223)/Crim DA (1100):
Discussion, consideration, and approval of the following personnel actions:

Action	Dept/Prog	Slot #	Position Title	Current Longevity Pay	Proposed Longevity Pay	Effective Date
Redistribution of Longevity Pay	340-006	G006	System Support Specialist I	$420.00	$0.00	09/28/15
	340-003	A142		$0.00	$420.00	
Redistribution of Longevity Pay	340-013	0016	Strategic National Stockpile Coordinator	$960.00	$0.00	09/21/15
	340-003	A143		$0.00	$960.00	
Redistribution of Longevity Pay	080-007	0135	Assistant District Attorney II	$4,320.00	$0.00	07/06/15
	080-002	A120		$0.00	$4,320.00	

B. **AI-51607** DA Criminal (1100):
1. Discussion, consideration and approval of the following personnel action, effective next full pay period, 10/19/2015:

Action	Slot#	Dept/ Program	Position Title	Budgeted Salary	Proposed Position Title
Title Change	0111	080-002	Victim Assistance Coordinator	$50,000.00	Victims Unit Program Director

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. **AI-51542** Sheriff's Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions, effective next full pay period, 10/19/2015, :

Action	Dept/	Slot#	Position	Current	Proposed	Total

	Program		Title	Budgeted Allowance	Budgeted Allowance	Adjustment
Add / Clothing Allowance	280-001	0028	Sergeant Step II	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0121	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0122	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0132	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0133	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0153	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0165	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0192	Deputy Sheriff Step II	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0333	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0344	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0345	Deputy Sheriff Step I	$0.00	$500.00	$500.00

3. Approval to revise the salary schedule in accordance with Commissioner's Court action.

D. **AI-51717** Precinct 4 Road Maintenance (1200):
1. Discussion, consideration and approval of the following personnel actions, effective next pay period of 10/19/2015:

Action	Dept/ Program	Slot#	Current Position Title	Budgeted Salary	Proposed Position Title
Title Change Only	124-007 124-001	0006 0004	Chief Administrator	$38,625.00 $38,625.00	General Operations Manager
Title Change Only	124-007	0059	General Operations Manager	$86,888.00	Chief Administrator

2. Approval to revise the salary schedule in accordance with Commissioners' Court action.

E. **AI-51669** Public Defender (1100):
Discussion, consideration and approval to appoint Matthew Cortes as a volunteer Public Defender Intern Clerk, at the Public Defender's office for the period of October 19, 2015 through October 19, 2016.

11. **Health & Human Services Department:**

A. **AI-51730** Health Clinics:
Requesting authorization for Hidalgo County Health & Human Services Department - Chief Administrative Officer to process the mandatory re-enrollment to continue billing Medicaid for all health care services.

B. **Health Care Funding District:**

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

C. **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. **Urban County:**

A. **AI-51672** 1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 1's proposed budget and program amendment for Fiscal Years 21, 22, 27, & 28 (2008, 2009, 2014 & 2015) original work plan and forfeited funds. The proposed amendment will decrease the Park, Recreational Facilities line items; delete the Progreso Lakes Street Improvements activities and reallocate funds into the Precinct No. 1 Street Improvements activity for the continuation of the street reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N. to Mile 12 North Road, Donna, TX).

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 1 for Fiscal Years 21, 22, 27, & 28 (2008, 2009, 2014 & 2015) original work plan and forfeited funds.

B. **AI-51701** Requesting a Waiver of Real Property Filing Fees as allowed by Texas Local Government Code, Section 118.0135(a)

C. **AI-51502** The Urban County Program on behalf of the City of Alamo is requesting consideration and action to award and enter into a construction contract with The 5125 Company in the amount of $290,285.00. UCP funds from FY 27 (2014) Water/Sewer Improvements line item and the City of Alamo general funds will be utilized.

D. **AI-51499** Urban County Program on behalf of the City of Mercedes is requesting authority to purchase chairs for the Mercedes Recreational Center computer room. Purchase will be made from Hertz Furniture (contract # 414-12) through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $2,095.28, utilizing FY 27 (2014) City of Mercedes and Precinct No. 1 Public Service (General) - Mercedes Recreational Center funds.

E. **AI-51606** The Urban County Program is requesting a **waiver** to the CDBG Policy regarding the forfeiture of funds for program year 2015-2016 and requests that the Court allow the forfeited funds to remain in each City's Workplan rather than reprogramming the funds to the Precinct in which the City is located as outlined in the CDBG policy.

F. **AI-51612** Urban County Program, on behalf of Hidalgo County Precinct No. 1, is requesting approval of a best and final negotiated contract in the amount of $43,415.64 with Raba Kistner, Inc. for geotechnical and construction material testing services for the Delta Area Connector/East Lateral Project (Phase I, II and III) funded by the General Land Office (GLO).

13. **Auditor's Office:**

A. **AI-51455** Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2014

14. **Planning Department:**

A. **AI-51585** Discussion and Possible action to authorize a revision of Ranchitos Escondidos Phase I-A Subdivision Plat as per Texas Local Government Code 232.041

15. **Precinct #2 - Comm. Cantu:**

A. **AI-51748** Approval of Resolution in Honor of Bright Spots in Hispanic Education

B. **AI-51719** Request by Doctors Hospital at Renaissance Vision Care Center to utilize the Pct. 2 Administration Parking lot to host a "Mobile Vision Clinic" on Thursday, Oct. 22, 2015.

C. **AI-51683** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, the City of Pharr, the City of San Juan, and the City of McAllen concerning the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.

D. **AI-51685** Various Pct 2 Projects (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan and the City of Alamo for Interlocal Agreements approved by Commissioners Court on 10/14/14 and 9/1/15 .
2. Approval of 2015 appropriation of funds into Various Pct 2 Project Accounts in the amount of $2,100,000.00.

16. **Precinct #3 - Comm. Flores:**

A. **AI-51638** 1. Acceptance and approval on Advance Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for Mile 3 N, from Goodwin Road to Tom Gill Road project (CSJ # 0921-02-321).
2. Authority for County Judge to sign Advance Funding Agreement.

17. **Precinct #4 - Comm. Palacios:**

A. **AI-51746** Resolution honoring the producers of the motion picture "Endgame."

B. **AI-51743** Approval of Order accepting road into Hidalgo County Road System upon finding of prescriptive right based on public use (Ted Garza Road)

18. **Budget & Management:**

A. **AI-51732** CO2009 (1439)
1. Approval of 2015 appropriation of funds with interfund to Refunding Bonds 2015B fund (1448) in the total amount of $119,925.69 to pay advance to refunding escrow.
Refunding Bonds 2007 (1438)
2. Approval of 2015 appropriation of funds with interfund to Refunding Bonds 2015C fund (1449) in the total amountof $163,509.08 to pay advance to refunding escrow.

B. **AI-51741** Sheriff's Office (1100):
Approval of the following salary schedule changes, effective date of 09/14/15 :

280-001 Slot #0106	Sr. Deputy Sheriff Step IV	$47,734.00	Deputy Sheriff Step I	$39,140.00
280-001 Slot #0031	Sergeant Step I	$47,539.00	Sergeant Step III	$50,733.00

C. **AI-51647** Title IV-E Child Welfare Services (1100):
1. Approval of the revised Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign required documents.

19. **Purchasing Department:**
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-51005 Presentation of the responsible vendors submitting the lowest and best bids [as detailed in tabulation sheet contained herein including meeting the specifications/requirements set forth in approved bid packet] for the multiple awards and approval of contracts for Request for Bids titled: Hidalgo County (all funding sources)-"Lubricants [Grease-Oil-Hydraulic Fluid & Anti-Freeze] Products" through project No.: 2015-208-08-12-SGS.

2. AI-51614 Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" (attached herein) for all General and/or all other Applicable Funds Budgets for the following, including but not limited to, Elected Officials, Department Heads, Program and/or Agency Directors:

a. Cut-off date for the submission of Requisitions by Friday, October 30, 2015 for goods and/or services that require sufficient time to order and receive prior to 12-31-2015, i.e., MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

b. Cut-off date for submission of Requisitions by Friday, November 6, 2015 on goods and/or services that require sufficient time to order and receive prior to 12-31-2015, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

c. Approval to notify all elected offices and departments that open purchase orders at 12-31-15 for which there is not a proper invoice and physical receipt of goods and/or services will be charged to the 2016 budgets.

B. Pct. 1

1. AI-51739 A. Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 1: "Paving and Drainage Improvements to: Spanish Palms Subdivision" (CC award action AI-51023, 08/25/15) to 2GS, LLC, in the total amount of $259,364.00, for Contract # C-15-256-08-25 reviewed and approved as to form by Legal Counsel.

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (Raul Lozano unless otherwise voiced by Commissioner) to execute change orders that involve ...'an increase or

decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits'...The original contract price may not be decreased by 18% or more without the consent of the contractor.

2. AI-51693 A. Acceptance and approval of an Interlocal Cooperation Agreement [ILA] between County of Hidalgo and City of Donna for the provision of joint efforts in connection with the improvements of Victoria Rd. from Business 83 to Expressway 83; and

B. In accordance with Section 791.014-TGC, acceptance and approval of Interlocal Agreement Project: Improvements to Victoria Rd. from Business 83 to Expressway 83; whereas the County shall reconstruct the Road at County's expense as detailed in the agreement thus pursuant to the approval of the Interlocal Cooperation Agreement as stated above.

3. AI-51470 Presentation of sole responsible vendor submitting the lowest and best bid [detailed in tabulation sheet contained herein & meeting specification and/or requirements] for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County Precinct No.1 - " Purchase of RAP (Recycled/Reclaimed Asphalt Pavement) Material" through project No.: 2015-264-09-09-SGS.

4. AI-51575 A. Requesting approval to purchase the following Backhoe loader through the County's membership/participation with BuyBoard's awarded vendor, Doggett (Contract #424-13) in the total amount of $ 59,230.00 which includes shipping and a one time administration fee $400.00(Project #2015-348-MEG).

B. Requesting the surplus of a 2001-Terex Backhoe, Asset #37302 for the purpose of trade-in on the purchase authorized herein including the removal of said asset from Pct. #1 inventory.

C. Trade in Terex 860 Backhoe in the amount 4,500.00

5. AI-51457 Acceptance and approval of a **Professional Engineering Services Agreement** [on-call as needed basis] as reviewed and approved by legal with **LeFevre Environmental Management Consulting, LLC** for projects located within **Precinct One** with assigned **Contract #C-15-320-10-13**.

C. Pct. 2

1. **AI-51516** Requesting approval of the First Amendment to Construction Contract No. C-15-209-07-21 between Hidalgo County and Texas Cordia Construction, LLC, for additional construction services for the extension of work limits in the total amount of $40,525.00 with 30 additional calendar days to original contract for the project: Hidalgo County Precinct #2 -Sioux Road Improvements (from I Road to 3,500 feet East of Raul Longoria Road) as reviewed and approved by Legal Counsel.

2. **AI-51722** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service; b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional review appraisal services providers for (on call as needed basis) for Pct No. 2;

EVALUATION	LEONEL GARZA JR. & ASSOC., LLC	GEORGE JAIME SALAZAR II DBA APPRAISAL HAUS	NITTLER APPRAISAL AND CONSULTING
EVALUATOR# 1	98	91	90
RANKING			

c. Authority for the Purchasing Department to negotiate a professional review appraisal services agreement with the No.1 ranked firm of _____ for professional review appraisal services (on call as needed basis) Pct. 2.

3. **AI-51697** Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $569,547.12) as submitted by L&G Engineering, Contract No. C-15-046-03-03, to provide the Environmental Assessment, Public Involvement and Schematic Design for the Pct. 2's Regional Linear Park Project.

D. Pct. 4

1. **AI-51487** Acceptance and approval of the final negotiated Professional Surveying Services agreement with **ARANDA & ASSOCIATES, INC**. [as ranked by CC on 09-29-15] for the purposes of **Surveying Services** for [Job Specific Project] -**County Owned Portion at Hillcrest Cemetery** located within **Hidalgo County Precinct No. 4.**

2. AI-51715 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Precinct No. 4-Feasibility Study and Level of Service Analysis for Proposed Overpass at SH 107 and FM 2128 (Schunior):

EVALUATION	**COOK-JOYCE, INC.**	**CRUZ-HOGAN CONSULTANTS, INC.**	**L&G ENGINEERS**
SCORING	97	95	99
RANKING			

C. Authority for the Purchasing Department to negotiate a professional engineering services contract commencing with the No. 1 ranked firm _____for engineering services for Precinct No. 4-Feasibility Study and Level of Service Analysis for Proposed overpass at SH 107 and FM 2128 (Schunior St.).

E. Health & Human Services Dept.

1. AI-51599 A. Presentation of the scoring/evaluation grid [for purpose of CC determination as "Qualified"] so as to proceed with next step of the procurement process of the sole response received from Dr. Ivan Melendez, MD (as detailed in documentation attached herein) for: RFQ NO: 2015-309-09-16-MEG-Physician/Health Authority for Hidalgo County Health and Human Serivces Department Services.

Grader 1	95
Grader 2	87
Grader 3	85
Grader 4	88
Grader 5	85
Total Avg. Score	88

B. Authority for Purchasing Department to negotiate a professional physician services contract with the sole & qualified respondent for the provision of: "Physician/Health Authority for Hidalgo County Department of Health and Human Services.

2. AI-51443 Acceptance and approval of First Amendment [approved by legal] to Contract #C-14-088-02-11 for the provision of "Medicaid 1115 Waiver Texas Healthcare Tranformation And Quality Improvement Program" with Kevin Nolting, dba, Nolting Consulting Services due to revisions of scope of services [elimination of several service components] and monthly fees from **$7,500.00** to **$2,500.00** effective September 1, 2015.

F. Elections Department

1. AI-51589 Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County Elections Department- " Printing and Massive Mailouts for Voter Registration Cerifications" through project No.: 2015-307-09-23-MEG.

2. AI-51377 Requesting approval to purchase One (1) New 2016 E-350 Cutaway Chassis through the County's membership/participation with BuyBoard Silsbee Ford (Contract #430-13) in the total amount of $30,794.50 which includes shipping and a one time administration fee-$400.00-Project #2015-326-MEG).

G. Sheriff's Office

1. AI-51483 Approval to purchase the following vehicle through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the total amount of $42,186.00 which includes shipping and a one time administration fee $400.00/Project #2015-345-MEG.

2. AI-51738 Approval of an Amendment No. 1 to the current agreement between Hidalgo County and Prodigy Construction Management, LLC for the "Law Enforcement/Adult Detention Facilities Repair," with subject to legal's final approval. C-14-360-10-14

20. 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-51766** C-5041-15-I; Tomasa Hoskinson v. Hilario Tallabas and Hidalgo County

D. **AI-51768** Pending/potential litigation - County of Hidalgo v. Volkswagon Group of America Inc., Audi of America LLC. and all other entities liable under the Texas Clean Air Act

21. A. 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."

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

22. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-51767** C-5041-15-I; Tomasa Hoskinson v. Hilario Tallabas and Hidalgo County

D. **AI-51769** Pending/potential litigation - County of Hidalgo v. Volkswagon Group of America Inc., Audi of America LLC. and all other entities liable under the Texas Clean Air Act

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

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

25. **Adjourn**

AI-51397 **District Attorney** **6. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Sylvia Solis, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Proclamation declaring October 2015 as Domestic Violence Awareness month.

BACKGROUND

Proclamation is being reviewed by Public Affairs and will be attached upon approval.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/21/2015 01:03 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Sylvia Solis		Started On: 09/16/2015 01:11 PM
Final Approval Date: 10/09/2015		

PROCLAMATION DECLARING OCTOBER 2015 AS
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the crime of domestic violence violates an individual's privacy and dignity, security and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control. Domestic violence extends to the abuse of children and the elderly; and

WHEREAS, the problems of domestic violence are not confined to any group or groups of people, but cut across all economic, racial and societal barriers, and are supported by societal indifferences; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world; and

WHEREAS, the Hidalgo County Criminal District Attorney's Office Victims Unit and Hidalgo County Family Violence Task Force, in collaboration with other local groups and agencies, are working to educate the public about the resources available for victims of domestic violence; and

WHEREAS, survivors of domestic violence themselves have been at the forefront of efforts to bring peace and equality to the home. Domestic violence can no longer be treated as a silent epidemic.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby proclaims the month of October 2015 to be *Domestic Violence Awareness Month* and urge all citizens to actively participate in scheduled activities and programs to work toward eradicating domestic violence, improving victim safety and holding perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.

Approved this 13th day of October 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-51670 **Constables** **7. A.**

CC - REGULAR

Meeting Date: 10/13/2015

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

Department: CONSTABLE PCT. #2

Information

CAPTION

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1285-421-00-292-013-4-XXX

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

BUDGETARY IMPACT:

Monies budgeted within position 292-013 slot #0001.

Attachments

Texas Goverment Code Sec.86.011

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:22 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Roxanne De La Cruz Started On: 10/05/2015 11:00 AM

Final Approval Date: 10/09/2015

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AI-51631 **Sheriff's Office** **8. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the 2015 Memorial Day Click it or Ticket Incentive Award Program with the Texas Department of Transportation.
2. Approval of certification of revenues as certified by the County Auditor for the 2015 Click it or Ticket Incentive Award Program
3. Approval of appropriation of funds in the amount of $3,000.00.

BACKGROUND

The Incentive Awards program offered all non-funded Texas law enforcement agencies statewide the chance at being selected to receive $3,000 award that could be used for the purchase of traffic safety equipment and/or training.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-280-081-6-584

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $3,000.00 for the 2015 Memorial Day Click it or Ticket Incentive Award Program.

Revenue Account 5-1284-331-11-280-081-6-000-Step Click it or Ticket

No local cash match is required.

Attachments

Award
revised
cor

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/02/2015 08:30 AM

Budget & Management	Veronica Ortiz	10/02/2015 10:39 AM
Manuel Chapa	Manuel Chapa	10/06/2015 01:35 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 10/01/2015 03:24 PM

Final Approval Date: 10/09/2015

Rosie

From: Eddie Guerra [sheriff.guerra@hidalgoso.org]
Sent: Wednesday, September 30, 2015 3:10 PM
To: Rosie
Subject: Fwd: 2015 Memorial Day Click It or Ticket Incentive Award Program

Sent via the Samsung Galaxy Alpha™, an AT&T 4G LTE smartphone

-------- Original message --------
From: Ruby Martinez <Ruby.Martinez@txdot.gov>
Date: 09/23/2015 5:12 PM (GMT-06:00)
To: Ruby Martinez <Ruby.Martinez@txdot.gov>
Subject: 2015 Memorial Day Click It or Ticket Incentive Award Program

The Memorial Day Click It or Ticket campaign was conducted May 18-31, 2015.

TxDOT conducted an Incentive Award program to engage non-funded law enforcement agencies statewide. The goal of the program was to increase the number of law enforcement agencies participating in the Memorial Day Click It or Ticket campaign. The Incentive Awards program offered all non-funded Texas law enforcement agencies statewide the chance at being selected to receive a $3,000 award that could be used for the purchase of traffic safety equipment and/or training.

A total of 133 law enforcement agencies registered and reported this year. To be eligible for the random drawing, law enforcement agencies were required to increase Seat Belt and Child Safety Seat enforcement as well as conduct earned media efforts and report the results at the campaign's conclusion.

Congratulations to Hidalgo County Sheriff's Office, the agency has been selected to receive an incentive award for its participation in the FY 2015 Memorial Day Click It or Ticket Summer Incentive.

The following 15 law enforcement agencies were selected through a random drawing:

Albany P.D.

Hemphill County S.O.

Mount Pleasant P.D.

Lampasas P.D.

Early P.D.

Garrett P.D.

Crowley P.D.

Keene P.D.

Brookshire P.D.

Terrell County S.O.

Denison P.D.

Hidalgo County S.O.

Bexar County Constable, Precinct 4

Floresville P.D.

Cooke County S.O.

Ruby Bravo Martinez

Traffic Safety Specialist (TSS)

Transportation Funding Specialist

TxDOT / Traffic Operations Division

Pharr District:

Brooks/Cameron/Hidalgo/Jim Hogg/Kenedy/Starr/Willacy/Zapata Counties

See below for additional information and resources

Office Located / Mailing Address:

600 West Interstate 2

Pharr, Texas 78577

Phone Numbers:

(956) 702-6100 TxDOT Main Office Line

(956) 782-2508 Traffic Safety Office Direct Line

(956) 279-4656 Traffic Safety Specialist State IPHONE

(956) 702-6110 Fax

Save a Life

Texas Department of Transportation

DATE: October 2, 2015

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: FY 2015 Memorial Day Click it or Ticket Incentive Award Program

ACCOUNT NUMBER: 5-1284-423-00-280-081-6-XXX

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
5-1284-421-00-280-081-6-584	Registration Fees	3,000.00

	TOTAL APPROPRIATIONS	3,000.00
5-1284-331-11-280-081-6-000	FY 2015 Click it or Ticket Award Incentive	3,000.00
	TOTAL REVENUES	3,000.00

REASON:

To appropriate budget for training of officers in regards to the FY 2015 Memorial Day Click it or Ticket Incentive Award Program.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

October 09, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$3,000.00	2015 Memorial Day Click It or Ticket

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/13/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-51631 **Sheriff's Office 8. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Richard Ozuna, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the 2015 Memorial Day Click it or Ticket Incentive Award Program with the Texas Department of Transportation.
2. Approval of certification of revenues as certified by the County Auditor for the 2015 Click it or Ticket Incentive Award Program
3. Approval of appropriation of funds in the amount of $3,000.00.

BACKGROUND

The Incentive Awards program offered all non-funded Texas law enforcement agencies statewide the chance at being selected to receive $3,000 award that could be used for the purchase of traffic safety equipment and/or training.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-280-081-6-584

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $3,000.00 for the 2015 Memorial Day Click it or Ticket Incentive Award Program.

Revenue Account 5-1284-331-11-280-081-6-000-Step Click it or Ticket

No local cash match is required.

Attachments

Award

AMENDMENT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/02/2015 08:30 AM
Budget & Management	Veronica Ortiz	10/02/2015 10:39 AM
Manuel Chapa	Manuel Chapa	10/06/2015 01:35 PM
Auditor's Office		
Purchasing Department		

Form Started By: Maria Del Rosario Gonzalez Started On: 10/01/2015 03:24 PM

Hector Sandoval

From: Rosie [rosieg@hidalgoso.org]
Sent: Wednesday, October 07, 2015 8:18 AM
To: 'Hector Sandoval'
Subject: FY 2015 Click it or Ticket Award Incentive Certification of Revenues

Good morning Hector,

Would you please complete a Certification of Revenues for the FY 2015 Click it or Ticket Award Incentive. Account # 5-1284-421-00-280-081-6-XXX.

The agenda item is AI #51631.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542

Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

Rosie

From: Eddie Guerra [sheriff.guerra@hidalgoso.org]
Sent: Wednesday, September 30, 2015 3:10 PM
To: Rosie
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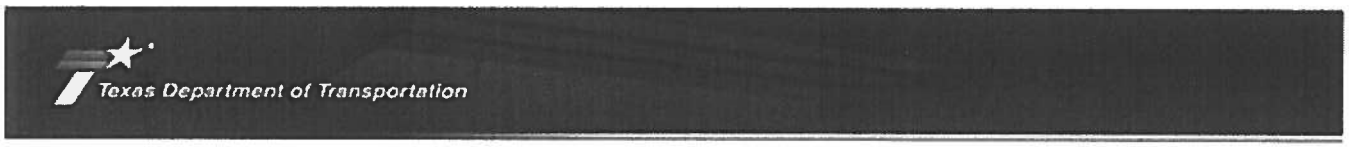
Sent via the Samsung Galaxy Alpha™, an AT&T 4G LTE smartphone

-------- Original message --------
From: Ruby Martinez <Ruby.Martinez@txdot.gov>
Date: 09/23/2015 5:12 PM (GMT-06:00)
To: Ruby Martinez <Ruby.Martinez@txdot.gov>
Subject: 2015 Memorial Day Click It or Ticket Incentive Award Program



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Congratulations to Hidalgo County Sheriff's Office, the agency has been selected to receive an incentive award for its participation in the FY 2015 Memorial Day Click It or Ticket Summer Incentive.

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Garrett P.D.

Crowley P.D.

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Brookshire P.D.

Terrell County S.O.

Denison P.D.

Hidalgo County S.O.

Bexar County Constable, Precinct 4

Floresville P.D.

Cooke County S.O.

Ruby Bravo Martinez

Traffic Safety Specialist (TSS)

Transportation Funding Specialist

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Phone Numbers:

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(956) 782-2508 Traffic Safety Office Direct Line

(956) 279-4656 Traffic Safety Specialist State IPHONE

(956) 702-6110 Fax

Save a Life

Texas Department of Transportation

DATE: October 2, 2015

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: FY 2015 Memorial Day Click it or Ticket Incentive Award Program

ACCOUNT NUMBER: 5-1284-423-00-291-081-6-XXX

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
5-1284-421-00-291-081-6-584	Registration Fees	3,000.00

	TOTAL APPROPRIATIONS	3,000.00
5-1284-331-11-280-081-6-000	FY 2015 Click it or Ticket Award Incentive	3,000.00
	TOTAL REVENUES	3,000.00

REASON:

To appropriate budget for training of officers in regards to the FY 2015 Memorial Day Click it or Ticket Incentive Award Program.

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-51628 **Sheriff's Office** **8. B.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Myra Montoya, SHERIFF DEPT. **Submitted By:** Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD-1777), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Link Card Request) for the following:
Approval of requisition #284565 for (91) Data Link Hosted Access for vehicle modems ($37.99 each per month).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1229-421-00-280-007-0-532

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

BUDGETARY IMPACT:

Amount available for requisition# 284565 as of 10-2-15 $13,828.36 for AT&T MOBILITY

Attachments

at&t data cards

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/01/2015 11:54 AM
Budget & Management	Veronica Ortiz	10/01/2015 02:08 PM
Manuel Chapa	Manuel Chapa	10/02/2015 04:21 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Myra Montoya		Started On: 10/01/2015 11:33 AM
Final Approval Date: 10/09/2015		

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: AT&T

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee:_____ Employee ID#_____ Signature:_____

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #:_____

Quantity: 91

Service: $ 37.99 /mo (x) 4 months = 13,828.36 Account: 5-1229-421-00-280-007-0-532

Service: $_____/mo (x) ____ months = 0.00 Account:_____-619/664

Requisition Total: 13,828.36 **Requisition Number:** 284565

(3) Elected Official/Department Head Authorization for Request:

Richard Ocaña 10-1-15

Signature Print Name Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ SPRINT UNLIMITED DATACARD PLAN -or-

☐ SPRINT BE1000 + DATAPLAN

☑ OTHER: AT&T

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

8/21/2015

Hidalgo County Sheriff's Office

Provided by
Hector Orellana
Client Solutions Executive 2
956-605-4849

ho9555@att.com
721 Beech Ave.
McAllen, TX 78539

Kristina Rodriguez
Client Solutions Executive
210-275-6200

km2749@att.com
1010 N Saint Marys St
San Antonio, TX 78215

CELLULAR VOICE and DATA ACCESS SERVICES CONTRACT

State of Texas DIR Contract: DIR-SDD-1777

Ban number-
Fan number

Customer contact:
Capt. Richard Ozuna
956-393-6022

Service	Quantity	Retail	DIR Cost	Monthly Cost:
DataConnect Government Unlimited Data - Monthly SOC: LTEDDUG	91	$69.99	$37.99	$ 3,457.09
Product	**Quantity**	**Retail**	**DIR Cost**	**One Time Cost:**
Accessory	**Quantity**	**Retail**	**DIR Cost**	**One Time Cost:**
***Payment must be made within 30 days of receiving equipment**			**Total Amount Due:**	See quote price below

AI-51586 **Sheriff's Office** **8. C.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

State Criminal Alien Assistance Program (SCAAP) Grant (1284):
Authorization and approval to accept the State Criminal Alien Assistance Program (SCAAP) 2015 Grant in the amount of $34,934.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 5-1284-423-00-280-042-5-XXX

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

BUDGETARY IMPACT:

No local match of funds is required as per grant requirements.
Grant Fiscal Year: 2015
Revenue Account: 5-1284-331-11-280-042-5-000

Budget appropriation to be submitted at a later date for Grant #2015-AP-BX-0364 in the amount of $34,934.00. SCAAP funds are to be utilized for correctional purposes only. Funds will not be used for salaries.

Attachments

SCAAP 2015

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/28/2015 04:20 PM
Budget & Management	Veronica Ortiz	09/30/2015 10:13 AM
Manuel Chapa	Manuel Chapa	10/05/2015 11:50 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/28/2015 03:58 PM

Final Approval Date: 10/09/2015

State Criminal Alien Assistance Program 2015-H1833-TX-AP

OMB Number: 1121-0243
Expires: 02/29/2004

SCAAP Help
GMS Home
Log Off

Grant Number:	2015-AP-BX-0364
Jurisdiction:	County of Hidalgo
Vendor Number:	746000717
Award Amount:	$34,934

Fiscal Year 2015 Payment Acceptance and Electronic Transfer of Funds

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2009 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OCFO Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OCFO. Please have the grant number, amount, and vendor information (noted above) available when you call.

FY 2015 SCAAP Use of Funds List

— Construction —
Construction for inmate housing, inmate programs, prison industries in ADA compliance
— Training/Education for offender —
Specific trade employment skills
GED testing
Job Preparedness
— Training for corrections officers to help manage offender population —
Bi-lingual language skills
Less than lethal technology training
Diversity training

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2015 State Criminal Alien Assistance Program.

Accept Decline

AI-51713 **Sheriff's Office** **8. D.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

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. Will seek approval to appropriate at a later date.

Attachments

DONATION

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/07/2015 04:35 PM
Budget & Management	Debbie Tamez	10/07/2015 04:36 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Emilia Uriegas		Started On: 10/07/2015 03:52 PM
Final Approval Date: 10/09/2015		

PAYMENT DOCUMENT

Oxy USA Inc
P O Box 594
Addison, TX 75001

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

DATE	CHECK NO.
05-Oct-15	10009530

15056

DATE	INVOICE CREDIT MEMO	DESCRIPTION	PO NUMBER	COMPANY CODE	DISCOUNT	NET
01-Sep-15 EMERGENCY	15056151500 RESPONSE			029577		1,500.00
THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE			TOTAL >			$1,500.00

Oxy USA Inc
P O Box 594
Addison, TX 75001

JPMorgan Chase Bank, N.A.
Syracuse, NY

50-937
213

CHECK NO.
10009530

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

DATE
05-Oct-15

US DOLLARS

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

PAY TO THE ORDER OF:

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

AUTHORIZED SIGNATURE

MP

⑈0010009530⑈ ⑆021309379⑆ 630145720050 9⑈

1015-11581337

OXY USA INC

Corporate Accounting Services
5 Greenway Plaza, 8th Floor
Houston, Texas 77046

To: HIDALGO COUNTY

10/5/15

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 10/20/15.

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_____
(Amount) (Date)

was received by HIDALGO COUNTY Tax ID # _____

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

t:\acctpub\shared\charitab\cdrecpt.doc

AI-51765 **Executive Office** **9. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Community Service Agency:
Discussion, consideration and authorization to change member contact information for TAC unemployment group account fund and authorize Valde Guerra, Executive Officer to sign form

BACKGROUND

Fiscal Impact

Attachments

form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Monica Badillo		Started On: 10/09/2015 03:35 PM
Final Approval Date: 10/09/2015		

TEXAS ASSOCIATION OF COUNTIES
UNEMPLOYMENT GROUP ACCOUNT FUND

MEMBER CONTACT INFORMATION

CHANGE FORM

(Hidalgo Co. Community Svc. Agency # 1082)

Contract Contact – (Person with the authority to enter into a contract on behalf of the above entity.)

CURRENT:
Name: Mr. Valde Guerra
Title: Executive Director
Mailing Address: 2918 S. Bus US Hwy 281
City / Zip: Edinburg 78539
Phone: (956) 292-7655 FAX: (956) 292-7034
Email: valde.guerra@co.hidalgo.tx.us

CHANGE TO:
Name:
Title:
Mailing Address:
City/ Zip:
Phone: FAX:
Email:

Unemployment Coordinator – (Person who will be the contact for matters relating to invoices, claims and hearings, and quarterly wage reports.

CURRENT:
Name: Jaime Longoria
Title: Executive Director
Mailing Address: P.O. Box 204
City / Zip: Edinburg 78540-4324
Phone: [redacted] 6-380-4324
Email: [redacted] idalgo.tx.us

CHANGE TO:
Name: Dora Rengel
Title: Payroll Accounting Specialist
Mailing Address: P.O. Box 204
City / Zip: same as Mr Longoria's
Phone: 956-383-6250 x 51 FAX: Same as Mr. Longoria's.
Email: dora.rengel@co.hidalgo.tx.us

By: X
Signature of contract authority *Title* *Date*

Post-it® Fax Note 7671 | Date 10/9/15 | # of pages ▶ 1
To Valde Guerra | From Cynthia Brannen
Co./Dept. Hidalgo Comm. SVC. | Co. TAC
Phone # | Phone (512) 615-8977
Fax # (956) 292-7034 | Fax # (512) 481-8481

Return to: Texas Association of Counties
Unemployment Fund
P.O. Box 2131
Austin, Texas 78768-2131
Fax: 512-481-8481
Email: cynthiab@county.org

AI-51751 **Executive Office** **9. B.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Approval of credit application and agreement with Morrison Supply Company in order to purchase plumbing supplies for County Buildings and authorize Valde Guerra, County Executive Officer to sign documents

BACKGROUND

Fiscal Impact

Attachments

app
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2015 08:25 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 10/09/2015 08:17 AM
Final Approval Date: 10/09/2015

BRANCH USE ONLY
Branch #:
Salesperson #:
Cust Price Class:
Tax Code:
Cust Type:

MORRISON SUPPLY COMPANY

CUSTOMER ACCOUNT APPLICATION

Anticipated Monthly Purchases $ _____ Phone # (956) 289-7850

Fax # (956) 318-2648

Business Name Hidalgo County Facilities Management

Street Address 3100 S. Bus. 281 Suite D City Edinburg State Tx. Zip 78539

Mailing Address P.O. Box 1356 City Edinburg State Tx. Zip 78539

Email _____ Cell Phone _____

State of Origin Texas Type of Business Government No Yrs in Business _____

If a Subsidiary or Division, Name of Parent Company _____

Business Type: ☐ Proprietorship ☐ Partnership: ☐ General ☐ Limited ☐ LLP ☐ Corporation: ☐ "C" Corp ☐ Subchapter S ☐ LLC

Principals Title Address City,State,Zip Phone

Name: _____

Name: _____

Name: _____

Sales Tax # 74-6000-717 State Tx Please include copy

Billing Information (if different from above)

Billing Address P.O. Box 1356 Purchase Orders Required? ☑ Yes ☐ No

City Edinburg State Tx. Zip 78539 Job Names Required? ☐ Yes ☐ No

Special Billing Instructions: _____

References

TYPE	NAME	CITY/STATE	PHONE	FAX	ACCOUNT #
Bank					
Supplier					
Supplier					

_____ _____

Applicant Signature Date

_____

Printed Name & Title

By signing, applicant agrees to and will abide by Morrison Supply Company, LLC's, published Customer Account Terms of Sale and the Conditions of Sale printed on our invoices and delivery tickets made a part hereof. Those documents may also be reviewed at www.morsco.com.

MORRISON
SUPPLY COMPANY

CUSTOMER ACCOUNT TERMS AND CONDITIONS

Applicant (Buyer) certifies that all information submitted herein is true and correct and is provided to request commercial credit from Morrison Supply Company, LLC (Seller). Buyer agrees to the herein stated Terms and Conditions and the Terms and Conditions (together referred to as "Terms") on the Sellers Invoices and Delivery Tickets. These Terms and Conditions represent the complete agreement between Buyer and Seller.

Buyer is able to pay within Sellers standard published payment terms. All payments will be rendered according to the Terms and Conditions of Sale herein made a part of this agreement. Past due amounts are subject to a service charge of 1.5% per month (18% per annum) or the maximum amount allowed by law, whichever is less. If Buyer is in default, Buyer agrees to pay all cost incurred in the collection of funds owed to Seller. Buyer agrees to submit to the exclusive jurisdiction of the courts of the State of Texas and agrees that this agreement is performable in Tarrant County, Texas.

Buyer agrees that all funds owed to or received by Buyer from anyone, resulting from the materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Buyer agrees to promptly account for and pay to Seller all such Trust Funds. Buyer irrevocably assigns to Morrison its accounts receivable from anyone to the extent that sums are justly due from Buyer to Seller under this agreement.

Buyer agrees that any claims that charges reflected on invoices or statements are inaccurate are WAIVED if the charges are not contested within 60 days of the receipt of such statement or invoice. Buyer agrees to pay a reasonable storage fee if materials are stored on Sellers premises for more than 60 days.

Buyer agrees that Seller shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by reasons beyond Seller's reasonable control and occurring without its fault or negligence, including without limitations, failure of manufacturers, vendors, suppliers, subcontractors and carriers, or party to substantially meet its performance obligations under this Agreement.

Buyer will notify Seller immediately by Certified Mail of any changes in the Buyer's legal entity, legal name or legal status, principal place of business, principals and/or owner, or Buyers interest in any sole proprietorships, partnerships, or corporations, which purchase materials from Seller, as well as any employees who are terminated and no longer authorized to purchase on the account.

Buyer agrees that any extension of credit availability to Buyer and the amount and the terms of such credit availability are at the sole absolute and exclusive discretion of Seller. Seller reserves the right to terminate the extension of credit available to the Buyer at any time with or without notice and to change any of the terms and conditions thereof upon notice to the Buyer. Buyer agrees that all subsequent transactions would be governed by such modified terms.

Buyer certifies the information provided is true and correct and signor is authorized to execute documents and agreements required to establish a commercial credit account on behalf of Buyer. If Buyer is a corporation, partnership, LLC or other business entity, the signor affirmatively states that the signor is authorized to sign on behalf of said corporation and to obligate said corporation for any credit extended thereto, and that the corporation on whose behalf credit is extended will continue to be bound and obligated for any credit advanced to said corporation until such notice to the contrary is given in writing to the Seller. Seller has authority to verify any information provided or secure information necessary to determine credit worthiness.

If Buyer is a sole proprietorship or partnership Seller is authorized to obtain Consumer Reports on Buyer or its principals for the sole purpose of evaluating credit worthiness for a commercial credit account with Seller.

This agreement embodies the entire agreement between Buyer and Seller and supersedes any and all prior commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter thereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of Seller and Buyer. There are no oral agreements between Seller and Buyer.

THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS; AGE; (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT); BECAUSE ALL OR PART OF THE APPLICANT'S INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT. THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING THIS CREDITOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY; WASHINGTON D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Christy Westerman, Morrison Supply Company, PO Box 70, Fort Worth, Texas, 76101, 817-870-2227.

MORRISON
SUPPLY COMPANY

UNSIGNED DELIVERY AUTHORIZATION

I _____ agree to pay for any and all materials delivered to a job site, my office or home when no one is present to sign for the materials.

I understand that I will be liable for payment of the charges for those materials.

_____
Company

_____
Authorized Signature

Date:_____

Zimbra **monica.badillo@co.hidalgo.tx.us**

Morrison Supply Company Credit Application

From : Erin D. Thorn <erin.thorn@da.co.hidalgo.tx.us> Fri, Oct 09, 2015 03:01 PM

Subject : Morrison Supply Company Credit Application

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

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>

Hello Monica,

Our office has received your request for review/approval of the credit application for Morrison Supply Company.

Upon review of the contract, our office recommends that the page entitled "Personal Guaranty" be struck in its entirety. Upon removal of this page, our office approves as to form this application.

Please do not hesitate to reach out to me with any further questions regarding this matter.

Best,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 318-2079 FAX
erin.thorn@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO erin.thorn@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
****

AI-51705 **Executive Office** **9. C.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Amount	Cause#
Law Office of Preston Henrichson, P.C.	8/4/15 / 11040	$7,937.34	D.C. & R S. v. County

BACKGROUND

As per Letter of Engagement, "the attorney will seek approval from county for any individual expenses that are expected to exceed the sum of $ 500.00"

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-413-30-125-006-0-333

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding available as of 10-7-15

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:28 AM
Manuel Chapa	Manuel Chapa	10/07/2015 04:22 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 10/07/2015 11:19 AM

Final Approval Date: 10/09/2015

AI-51704 **Executive Office** **9. D.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Amount	Cause#
Atlas, Hall & Rodriguez, LLP	8/7/15 / # 1038931	$2,999.49	County v. PEI

BACKGROUND

as per Letter of Engagement, "the attorney will seek approval from county for any individual expenses that are expected to exceed the sum of $ 500.00"

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-30-125-006-0-333

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding available as of 10-7-15

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:27 AM
Manuel Chapa	Manuel Chapa	10/07/2015 04:04 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 10/07/2015 11:11 AM

Final Approval Date: 10/09/2015

AI-51703 **Executive Office** **9. E.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of invoice for legal fees, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor for the following:

Vendor	Invoice Date/#	Amount	Cause#
Palacios, Garza & Thompson	9/25/15 / #2642	$1,522.00	L. Rodriguez-Serna v. County

BACKGROUND

As per Letter of Engagement, "the attorney will seek approval from county for any individual expenses that are expected to exceed the sum of $ 500.00"

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-30-125-006-0-333

FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funding available as of 10-7-15

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:27 AM
Manuel Chapa	Manuel Chapa	10/07/2015 03:59 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 10/07/2015 10:59 AM

Final Approval Date: 10/09/2015

AI-51707 **Executive Office** **9. F.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval to authorize Valde Guerra, Executive Officer to approve expenses exceeding $500.00 on behalf of the county, as stipulated on Attorney Letters of Engagement for legal representation on county cases

BACKGROUND

See #3. Expenses on Letter of Engagement

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-30-125-006-0-333

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

BUDGETARY IMPACT:

As needed.

Account available balance as of 10-7-15 $136,619.60

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:48 AM
Manuel Chapa	Manuel Chapa	10/07/2015 04:31 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Monica Badillo		Started On: 10/07/2015 11:26 AM
Final Approval Date: 10/09/2015		

LETTER OF ENGAGEMENT FOR LEGAL SERVICES

CAUSE #_____

This Agreement is made by and between _____ ("Attorney") and County of Hidalgo, Texas ("client") in connection with legal representation in the above-referenced matter and pursuant to Commissioners' Court action on _____.

1. Scope of Services. The Attorney will provide legal services as requested by County and accepted by Attorney on a case-by-case and matter-by-matter assignment. Attorney shall provide those legal services reasonably required to represent Client, and shall keep Client informed of the progress of the case or matter. In order to enable attorney to render effective legal services, County shall provide all facts and keep Attorney informed of all developments relating to the matter. Attorney must rely on the accuracy and completeness of the facts and information provided by County.

2. Fees. Fees for legal services are based on the amount of time each lawyer or paralegal spends working on the County's behalf multiplied by their respective hourly rate. Hourly rates vary among professionals depending on experience, level of expertise and market conditions. Hourly rates are reviewed annually and will be adjusted only with the County's written consent. The fee structure accepted for this matter shall be stated in the attached Exhibit "A". Lead counsel and all attorneys and legal staff working on the assigned matter shall be identified in the attached fee structure.

3. Expenses. By engaging services from Attorney, County authorizes third-party contracting necessary for representation on County's behalf and such costs shall be reimbursed for actual costs incurred as per schedule of costs attached as Exhibit "A", although this list may not be all inclusive. The Attorney will seek approval from County for any individual expenses that are expected to exceed the sum of $500.00. Attorney shall also obtain County's consent before retaining an outside investigator, consultant or expert witness.

4. Billing. The County shall be billed monthly for fees, costs and expenses incurred (detailed in the attached Exhibit "A") and will reimburse firm for actual expenses incurred in connection with litigation. The County shall also pay for the time the Attorney spends traveling, (when necessary). Hourly and/or timed billing shall be submitted in increments of one-tenth (1/10$^{th)}$ of an hour. No block billing shall be accepted. Each billing entry shall separately itemize the activity or task performed and the amount of corresponding time. All billing invoices are subject to review by the County Auditor as provided for under the Texas Local Government Code. Payment of billing invoices requires approval by the Hidalgo County Commissioners Court.

5. Termination. This agreement will terminate once the case or matter assigned is completely resolved/dismissed, or in the event the County chooses to terminate the agreement in advance of completion, resolution or final dismissal of the matter, then upon written notice of termination.

6. Client approval necessary for settlement. Attorney is authorized to engage in settlement negotiations if and when appropriate in their professional judgment. No settlement of any nature shall be made for any of the claims or causes of action of Client without the complete approval of Client. Upon Client approval, Attorneys shall have full authority to sign papers or documents regarding settlement. This provision is subject to the terms and conditions of the policy of insurance that indemnifies client for the claims in the above cause.

7. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter (i.e. the representation of the County in the above identified legal matter) and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between the parties herein.

8. Amendment. This Agreement may be amended only by written amendment with approval of the Hidalgo County Commissioner's Court and their duly authorized agent or representative.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Texas which law shall govern any actions arising hereunder. Any dispute arising hereunder shall be brought before a court of competent jurisdiction in Hidalgo County, Texas.

AGREED:

LAW FIRM:

_____

By:_____

Address:_____

_____

Phone:_____Fax:_____

Email info._____

Date:_____

County of Hidalgo, Texas:

_____

Valde Guerra, Executive Officer
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 Office
(956) 292-7034 Fax

valde.guerra@co.hidalgo.tx.us

monica.badillo@co.hidalgo.tx.us

Exhibit "A"
SCHEDULE OF COSTS:

In connection with Legal Representation on CAUSE #_____

Attorney Fees:	Hourly Rate:
Attorney	_____
Legal Assistant	_____
Other:_____	_____

Legal Fees/Court Costs:	
Filing Fees	Actual costs
Mediation Fees	Actual costs
Internet Search Fees (I-Docket)	_____

Travel Expenses:

Mileage Rate (IRS guidelines recommended)
Air Travel (most economical travel recommended)
Hotel (most economical recommended – not to exceed $120.00 per day)
Meals (to be reimbursed only if traveling out of town - not to exceed $39.00 per day)

Office Expenses:
Faxes _____per page
Copies _____per page
Binding_____
Telephone (Long Distance only)

Postage and express mail:

US Mail – Actual Costs
Express Mail – Actual Costs

Other:

_____

Itemized receipts must be provided for each expense.

Send billing to: Valde Guerra
Attn: Monica Badillo
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539

AI-51536 **Executive Office** **9. G.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Children's Advocacy Center d/b/a Estrella's House (1100):
1. Discussion, consideration, and action regarding funding request in the amount of $50,000.00 from the Children's Advocacy Center, d/b/a Estrella's House.
2. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
3. Approval of 2015 appropriation of funds for the Child Advocacy Center in the amount of $50,000.00.
4. Approval to authorize County Treasurer to issue check in the amount of $50,000.00 to the Children's Advocacy Center d/b/a Estrella's House after review and processing procedures are completed by the County Auditor.

BACKGROUND

Funds are available in fund balance in the amount of $498,056.27 - Acct. #5-1100-255-02-000-002-0-000

Revenue Acct #5-1100-360-00-000-000-0-000

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-444-20-125-019-0-843

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

BUDGETARY IMPACT:

Funds are available in fund balance in the amount of $498,056.27 - Acct. #5-1100-255-02-000-002-0-000

Attachments

request
appropriation
support
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 09:40 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Monica Badillo		Started On: 09/24/2015 11:41 AM
Final Approval Date: 10/09/2015		

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY, INC.

525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764

WWW.CACHIDALGO.ORG

BREAKING THE CYCLE OF ABUSE, ONE CHILD AT A TIME

Executive Officers:

Tina Martin, President
Lorena Castillo, Vice-President
Miguel Villarreal, Treasurer
Karen Griffin Munoz, Secretary

Hidalgo County Board Members:

Sandra Garcia
Sheriff J.E. (Eddie) Guerra
Magdalena G. Hinojosa, ADA
Dr. Carolina G. Huerta
Betzabel Guerra
Ricardo "Rick" Guerrero
Linda Kostenko
Stephanie Cassity
Catherine A. Dornan

Starr County Board Members:

Omar Escobar, DA
Judith A. Solis

Executive Director:
Victoria Y. Medina

cactx
children's advocacy centers of texas

United Way
United Way of South Texas
Serving Hidalgo & Starr Counties

August 4, 2015

Honorable Ramon Garcia
Hidalgo County Judge
2818 S Bus. Hwy. 281
Edinburg, TX 78539

RE: 381.004 (f) of the Local Government Code

Dear Judge:

It is that time of year when the Children's Advocacy Center (CAC) requests funding assistance from appropriate sources. We are reaching out to you for consideration. Section 381.004 (f) of the Local Government Code: states ***"The commissioners' court of a county may support a Children's Advocacy Center that provides services to abused children."*** Last year, commissioners' court supported the center in the amount of **$50,000.** We are requesting the same level of funding for this FY 2015-16.

This funding if awarded along with other funding allows the CAC, a community-based nonprofit, to continue meeting the needs of child abuse victims by providing child forensic interviews conducted by trained interviewers, mental health/counseling services, victim support and advocacy, community outreach/training, and case review using a multidisciplinary team model. We work in collaboration with law enforcement, Child Protective Services, and the District Attorney's Office to coordinate a quick response and provide needed services to the victim and non-offending family members of Hidalgo County. We served **1088 new victims** in 2014 and are on our way to match or exceed that number in 2015.

Studies show that abused children who get early professional assistance are more likely to succeed in dealing and coping with the trauma of abuse and do better later in their adult lives. With early intervention, we can help break the cycle of abuse and, more importantly, significantly increase a child's chances of becoming a healthy adult, a good parent, and a citizen that is able to positively contribute back to the community.

We are formally requesting funding support from Funding Source 381.004 of the Local Government Code or other appropriate funding sources in the amount of $50,000, the same level as last year.

Should you have any questions regarding this matter, please feel free to call me at (956) 287-9754. On behalf of the Board of Directors, we thank you for your time, your consideration and your support.

Respectfully,

Victoria Medina
Executive Director

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 8/11/15 BY:

DATE: September 24, 2015

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Childrens Advocacy Center

ACCOUNT NUMBER: 4-1100-444-20-125-019-0-

Contact Person: M.Badillo **Ph#** 5602

2015
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1100-444-20-125-019-0-843	Childrens Advocacy Ctr Aid to Nongovt Agency	50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 50,000.00

REASON: To fund request for funding for the Children's Advocacy Center d/b/a Estrella's House. **Note: Monies are to be unreserved by Auditor's office from acct #5-1100-255-02-000-002-0-000 "F/B-Restricted for Economic Development".**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Declaration of Support to the
Children's Advocacy Center of Hidalgo County
by the County of Hidalgo, Texas

Whereas, the Children's Advocacy Center of Hidalgo County, d/b/a Estrella's House ("Estrella's House"), has requested that Hidalgo County (the "County") support its efforts to help abused children in the county;

Whereas, child abuse is recognized as a national significant problem and as such Estrella's House has been created in accordance with Texas Family Code Chapter 264;

Whereas, Local Government Code Section 381.004 (e) and (f) permit the Commissioners' Court of a county to support a children's advocacy center that provides services to abused children from unclaimed property monies received from the Texas Comptroller of Public Accounts as described in Local Government Code Section 381.004 (e); and

Whereas, Hidalgo County has found it is in the best interest of the County's residents to support Estrella's House by providing funds as allowed by Local Government Code Section 381.004.

Pursuant to Local Government Code Chapter 381, the Commissioners' Court of Hidalgo County, Texas (the "County") does hereby tender to Estrella's House, located at 525 W. Wisconsin, Edinburg, Texas, the amount of fifty thousand dollars ($50,000.00). The amount tendered to Estrella's House is to be used only for the furtherance of the purposes set forth below:

- To access victims of child abuse and their families to determine their needs of services relating to the investigation of child abuse.
- To provide services determined to be needed.
- To provide a facility at which a multidisciplinary team appointed under Texas Family Code Section 264.406 can meet to facilitate the efficient and appropriate disposition of child abuse through the civil and criminal justice systems.
- To coordinate the activities of governmental entities relating to child abuse investigations and delivery of services to child abuse victims and their families.

Estrella's House agrees to allow the County Auditor or his representatives the right, upon reasonable notice, to review and audit all books and records of Estrella's House.

Estrella's House, by the acceptance of this monetary support, warrants and represents that this support shall be held, administered, and used in accordance with all the terms and conditions in this instrument.

Passed and Approved on this the 13th day of October, 2015 by the Commissioners' Court of Hidalgo County, Texas.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CHILDREN'S ADVOCACY CENTER
OF HIDALGO COUNTY

_____
By: Victoria Medina
Its: Executive Director

APPROVED AS TO FORM:
Office Of Criminal District Attorney, Ricardo Rodriguez, Jr.

_____
By: Josephine R. Solis, Asst. D.A.

Zimbra **monica.badillo@co.hidalgo.tx.us**

RE: declaration of support - CAC dba Estrellas' House

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Sep 24, 2015 04:43 PM
Subject : RE: declaration of support - CAC dba Estrellas' House 1 attachment
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>
Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Monica,

Please see the attached declaration of support. I revised the signature line. Otherwise, I approve as to form.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8186
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Thursday, September 24, 2015 3:24 PM
To: josephine ramirez
Subject: declaration of support - CAC dba Estrellas' House

Hi Josie,

Please review/approve for agenda purposes. I will have this on the Oct. 13th agenda.

Thank you,

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)

image001.jpg
363 B

AI-51509 **Executive Office** **9. H.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by Region One Education Service Center for the use of the Hidalgo County Courthouse for 2016 Mock Trial Competition to be held on Saturday, January 16, 2016 and Monday, January 18, 2016 (evening)

BACKGROUND

Diana Gonzalez
Program Assistant-Social Studies
1900 W. Schunior
Edinburg, TX 78541
(956) 984-6239 office
(956) 984-7641 fax
dgonzalez@esc1.net

Insurance Certificate attached.

Fiscal Impact

Attachments

letter
ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:38 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 09/23/2015 02:10 PM

Final Approval Date: 10/09/2015

Region One Education Service Center
1900 W. Schunior • Edinburg, TX 78541 • Phone (956) 984-6000 Fax (956) 984-7655

Cornelio Gonzalez, Ph.D.
Executive Director

September 21, 2015

The Honorable Ramón Garcia
Office of the Hidalgo County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Dear Judge Garcia:

We are proud to announce that once again the Region One ESC Mock Trial Competition held in January 2015 was a success. As always, it was a pleasure working with the courthouse judges, court coordinators, security, and custodial crew. Their professionalism was admirable and helped to facilitate the event. As we are already making plans for the 2016 Regional Mock Trial Competition, we hope to continue this established relationship with the Hidalgo County Courthouse.

Region One ESC respectfully requests the use of the Hidalgo County Courthouse for the day-long competition scheduled on Saturday, January 16, 2016 and the evening of Monday, January 18, 2016.

We anticipate the same 24 teams in the competition. These 24 teams include returning participants and two teams which will be participating for the first time in the Regional Mock Trial Competition. As was the case last year, we request to have two maintenance personnel available on Saturday, January 16, 2015, from 7:00 am to 9:00 pm. The gentlemen assigned the duty this past year were extremely accommodating and did an excellent job ensuring that Region One ESC staff, parents and student participants had access to the courthouse and courtrooms and that the facilities were neat and clean. If possible, we would like to maintain contact with the assigned individuals throughout the year. Please have your office call to notify us who will be assigned this duty so we may begin communication with them prior to the event. I can be reached at (956) 984-6172.

Again, thank you for allowing us to bring this competition to the Hidalgo County Courthouse each year!

Respectfully,

Jose Julian "JJ" Saenz
Region One Education Service Center
Mock Trial Coordinator

TEXAS RISK POOL CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)
09.24.2015

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 RISK POOL BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING RISK POOL, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL COVERED ENTITY / PERSON, the policy(ies) must have ADDITIONAL COVERED ENTITY / PERSON provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the coverage, certain terms of coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Carlisle Insurance Agency, Inc.
611 South 14th Street Suite 100
Kingsville TX 78363

CONTACT
NAME: Jerry Bravenec / Cindi Ray
PHONE (A/C, No, Ext): 877-595-5611
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID:108-960

RISK POOL AFFORDING COVERAGE

COVERED ENTITY / PERSON
Region One Education Service Center
1900 West Schunior
Edinburg TX 78541

RISK POOL A : Property Casualty Alliance of Texas (PCAT)
RISK POOL B :
RISK POOL C :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY / PERSON NAMED ABOVE FOR THE COVERAGE 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 COVERAGE DOCUMENTS DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDL INSD	SUBR WVD	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			9.1.2015	9.1.2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFITS LIAB 	$1,000,000 $500,000 $-0- $1,000,000 $1,000,000 $1,000,000 $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT 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)
for information purposes only

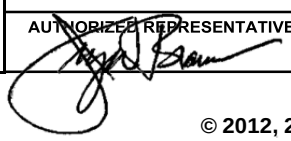
CERTIFICATE HOLDER

County of Hidalgo, Hidalgo County Courthouse
100 N Closner
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS IN THE COVERAGE DOCUMENTS.

AUTHORIZED REPRESENTATIVE



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PCAT Certificate Guidelines

Property Casualty Alliance of Texas (PCAT) is a risk sharing cooperative formed by Texas Public Entities pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7 of the Texas Government Code. PCAT is not an insurance company.

Texas Public Entities occasionally get requests from non-governmental entities to issue Certificates of **Insurance** and to be named as **'Additional Insured**.' Since PCAT is not an insurance company, we will issue a Certificate of **Coverage** rather than a Certificate of **Insurance.**

Because the School is immune from all tort actions, except those arising from the use of a motor vehicle, most indemnification clauses have the School assuming an obligation to pay claims that could not be made against it. *Texas law is clear that the School cannot contractually assume liability for another entity that exceeds the liability that the School would have in the same situation, because to immunize a non-public entity is a gift of public funds and is prohibited by the Texas Constitution*. For this reason, we are unable to name anyone as an **Additional Insured**.

In addition to the above, *as a public entity in the State of Texas, schools are prohibited from indemnifying a private entity*. The following language should be considered as an insert to all third party agreements in lieu of standard hold harmless agreements:

"[School] is an independent school district organized pursuant to Section 11.011 of the Education Code and as such, is immune from tort actions, except those arising from the use of a motor vehicle in accordance with Section 101.051 of the Texas Civil Practices and Remedies Code.
Nothing in the Agreement is or shall be interpreted to require [School] to indemnify [Private Entity] or to constitute a waiver of that immunity."

While it does not provide an explanation, another way of handling this is to include the following language in all contracts:

> "…to the extent permitted by the Constitution and laws of the State of Texas"

Contact your Agent if there are any questions on the above.
Nothing stated herein is a legal opinion.
The School should consult their legal counsel prior to execution of any third party contracts.

AI-51752 **Executive Office** **9. I.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Request by American Legion Post 408 to use the courthouse square parking lot for the Veterans' Day Parade to be held on Saturday, November 7, 2015 (8-11am)

BACKGROUND

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2015 08:28 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 10/09/2015 08:25 AM

Final Approval Date: 10/09/2015

AMERICAN LEGION

ALFREDO GONZALEZ POST #408

Home Post of Alfredo C. Gonzalez
"Medal of Honor Recipient"

USS Alfredo Gonzalez DDG 66

September 28, 2015

To: Ramon Garcia,
Hidalgo County Judge,
1615 S. Closner Suite J.
Edinburg, Texas 78539

Attn: Mr. Baldemar Guerra

Subject: Veteran's Day Parade (East Parking Lot, County Courthouse)

Judge, the American Legion (Freddy Gonzalez) Post 408 is planning to have the annual Veteran's Parade on Saturday November 7, 2015. It is estimated that the parade will have approximately 70 to 75 entries to include participation from all of the local schools. The parade will take place from 8:00 a. m. to 11:00 a.m. and will terminate with final gathering at the Bobcat Football Stadium.

We are asking if you to allow us to use the parking lot east of the courthouse so that we can commence the parade from the town square (east lot) and exit at Bobcat Stadium. This would definitely make it a lot easier for us to coordinate and lineup the number of entries that will be participating in the parade.

We would appreciate any consideration you can give us. If you have any questions please feel free to call Gus Garcia (Commander) at 457-9681 or Manuel Cantu (1st Vice-Commander) at 867-5367.

For God and Country, and thanking you in advance,

Agustin (Gus) Garcia, Commander
American Legion Post 408
P. O. Box 942
Edinburg, Tx. 78540

4605 S. US Hwy 281
Edinburg, TX 78539

P.O. Box 942
Edinburg, TX 78540

Ph: 956-383-1182 / Email: americanlegionpost408@gmail.com

AI-51761 **Executive Office** **9. J.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Requesting permission for the Veteran Affairs Office to use the courthouse open forum area for a ceremonial unveiling of a Vietnam veteran's name on the memorial wall on Wednesday, Nov. 4, 2015 from 9:30 to 10:30 a.m.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2015 11:52 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 10/09/2015 11:35 AM

Final Approval Date: 10/09/2015

AI-51671 **Executive Office** **9. K.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from State Farm Insurance Company in the amount of $316.95 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 08/24/15 5-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

State Farm Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:30 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Aida Alvarez		Started On: 10/05/2015 11:33 AM
Final Approval Date: 10/09/2015		

PAYMENT NO **1 25 834675 J**
PAYMENT AMOUNT **$316.95**
ISSUE DATE **09-25-2015**
AUTHORIZED BY **RAYNSFORD, JOE**
PHONE **(855) 341-8184**

CLAIM NO **53-7D39-153**
LOSS DATE **08-24-2015**
POLICY NO **0803-773-53U**
INSURED **LUGO, RAY**

HIDALGO COUNTY SAFETY DIVISION
9805 N 10TH ST
MCALLEN TX 78504-9529

REMARKS **Payment for vehicle repairs**

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	HIDALGO COUNTY SAFETY DIVISION	316.95

RETAIN STUB FOR RECORDS

COPYRIGHT OPTICS - ANTI-FRAUD PROTECTION

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY **1 25 834675 J**

PROPERTY DAMAGE
PROP D OFFICE - PCQ0715 P07PU

JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH 43240

DATE 09-25-2015 MM DD YYYY

CLAIM NO **53-7D39-153** INSURED **LUGO, RAY**
LOSS DATE **08-24-2015**

********************EXACTLY THREE HUNDRED SIXTEEN AND 95/100 DOLLARS** **$*******316.95**

Pay to the Order of: **HIDALGO COUNTY SAFETY DIVISION**

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT
VOID IF GREEN COLORED BACKGROUND IS MISSING
SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈125178346751⑈ ⑆044115443⑆ 627119209⑈

Date: 9/25/2015 10:23 AM
Estimate ID: 53-7D39-15302
Estimate Version: 0
Committed
Profile ID: (01664) RIO GRANDE V

State Farm Insurance Companies

Fax: (866) 418-5736

Damage Assessed By: Rolando (TJAA)

Appraised For: Prop D T1 CS Team
(855) 341-8184

Classification: Field

Supplements must be approved by State Farm. Itemized supplement requests and any supporting documentation should be emailed to suppteam12@statefarm.com or faxed to 866-418-5736. A Supplement Request form may be found on b2b.statefarm.com

Type of Loss: Property Damage
Date of Loss: 8/24/2015
Deductible: 0.00
Claim Number: 53-7D39-15302

Insured: State Farm Insured
Claimant: HIDALGO COUNTY SAFETY DIVISION
Address: 9805 N 10TH ST, MCALLEN, TX 78504-9529
Owner: HIDALGO COUNTY SAFETY DIVISION
Address: 9805 N 10TH ST, MCALLEN, TX 78504-9529

Mitchell Service: 910828

Description: 2011 Ford Expedition XL
Body Style: 4D Ut 119" WB
VIN: 1FMJU1F51BEF13762
Mileage: 87,213
OEM/ALT: A
Color: Black
Drive Train: 5.4L Inj 8 Cyl 2WD
License: 1097309 TX
Search Code: SFMFE
Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
REAR WINDOW DEFOGGER, AIR CONDITIONING, REAR WINDOW WIPER, CRUISE CONTROL
TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
FRONT SIDE AIRBAG WITH HEAD PROTECTION, LUGGAGE RACK, SKID PLATES
ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS
TIRE INFLATION/PRESSURE MONITOR, ANTI-THEFT SYSTEM, AUXILIARY INPUT
LEATHER STEERING WHEEL, CD PLAYER, TOW HITCH RECEIVER
POWER ADJUSTABLE EXTERIOR MIRROR, PRIVACY GLASS, FIRST ROW BUCKET SEAT
REAR HEATING, VENTILATION & AIR CONDITIONING, CLOTH SEAT, SIDE AIRBAGS
AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC STABILITY CONTROL
KEYLESS ENTRY SYSTEM, REAR AUDIO CONTROLS, REAR BENCH SEAT
STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Grille			
1	002984	REF	REFINISH	Grille		C	1.6
				MANUAL ENTRIES			
2	900500	BDY *	REMOVE/INSTALL	Grille Guard	Existing		1.5* r
3	900500	BDY *	REPAIR	Grille Guard	Existing		1.0*
4				Repair & Align			
				Grille			
5	002985	BDY	REMOVE/INSTALL	Grille Assy			0.3 #

ESTIMATE RECALL NUMBER: 09/25/2015 10:23:42 53-7D39-15302
Mitchell Data Version: OEM: AUG_15_V0914
MAPP:AUG_15_V0913
Software Version: 7.1.180

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6	BDY	REMOVE/INSTALL	Frt Bumper Assy	1.3 #
			ADDITIONAL OPERATIONS	
7	REF	ADD'L OPR	Clear Coat	0.3
			Additional Costs & Materials	
8		ADD'L COST	Paint/Materials	57.00 *
9		ADD'L COST	Hazardous Waste Disposal	3.00 *

*** - Judgment Item**
 # - Labor Note Applies
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	4.1	42.00	0.00	0.00	172.20
Refinish	1.9	42.00	0.00	0.00	79.80
	Non-Taxable Labor				252.00
Labor Summary	6.0				252.00

II. Part Replacement Summary	Amount
Total Replacement Parts Amount	0.00

III. Additional Costs			Amount
Taxable Costs			60.00
Sales Tax	@	8.250%	4.95
Total Additional Costs			64.95

IV. Adjustments	Amount
Insurance Deductible	0.00
Customer Responsibility	0.00

Paint Material Method: Rates
Init Rate = 30.00 , Init Max Hours = 99.9, Addl Rate = 0.00

I.	Total Labor:	252.00
II.	Total Replacement Parts:	0.00
III.	Total Additional Costs:	64.95
	Gross Total:	316.95
IV.	Total Adjustments:	0.00
	Net Total:	316.95

Register online to check the status of your claim and stay connected with State Farm®. To register, go to www.statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!

Point(s) of Impact
12 Front Center (P)

Insurance Co: State Farm

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AI-51690 **Human Resources** **10. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

RLSS/LPHS (1293)/Health Clinics (1100)/CPS/HAZARDS (1293)/DA Investigation HB65 (1223)/Crim DA (1100):
Discussion, consideration, and approval of the following personnel actions:

Action	Dept/Prog	Slot #	Position Title	Current Longevity Pay	Proposed Longevity Pay	Effective Date
Redistribution of Longevity Pay	340-006	G006	System Support Specialist I	$420.00	$0.00	09/28/15
	340-003	A142		$0.00	$420.00	
Redistribution of Longevity Pay	340-013	0016	Strategic National Stockpile Coordinator	$960.00	$0.00	09/21/15
	340-003	A143		$0.00	$960.00	
Redistribution of Longevity Pay	080-007	0135	Assistant District Attorney II	$4,320.00	$0.00	07/06/15
	080-002	A120		$0.00	$4,320.00	

BACKGROUND

Effective date is the date of hire, promotion, and/or transfer into the respective Slot No.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Funding is in place in the current department budget.

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-002-0-XXX

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

BUDGETARY IMPACT:

Funding is in place in the current department budget.

Attachments

Fiscal Note

PARs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/06/2015 04:34 PM
Budget & Management	Veronica Ortiz	10/08/2015 11:30 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Debbie Tamez		Started On: 10/06/2015 02:57 PM
Final Approval Date: 10/09/2015		

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, October 13, 2015 Agenda Item: 51690

Summary of request/proposal:
RLSS/LPHS (1293) -
Approval of the following personnel actions, effective date of 09/28/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	System Support Specialist I	G006	115	420.00	0.00	(420.00)
				420.00	0.00	(420.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1293-441-00-340-006-6-	115	RLSS/LPHS-	LONGEVITY PAY	($111.03)
5-1293-441-00-340-006-6-	211	RLSS/LPHS-	HEALTH INSURANCE	$0.00
5-1293-441-00-340-006-6-	212	RLSS/LPHS-	LIFE INSURANCE	$0.00
5-1293-441-00-340-006-6-	220	RLSS/LPHS-	FICA	($8.49)
5-1293-441-00-340-006-6-	230	RLSS/LPHS-	RETIREMENT	($11.80)
5-1293-441-00-340-006-6-	250	RLSS/LPHS-	UNEMPLOYMENT COMP	($0.67)
5-1293-441-00-340-006-6-	260	RLSS/LPHS-	WORKER'S COMP	($0.98)
			2015 Budgetary Impact	($132.97)

2016 Budgetary Impact: ($502.70)

Possible Funding Sources: Cost Savings

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 13, 2015 Agenda Item: 51690

Summary of request/proposal:
Health Clinics (1100) -
Approval of the following personnel actions, effective date of 09/28/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	System Support Specialist I	A142	115	0.00	420.00	420.00
				0.00	420.00	420.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-441-00-340-003-0-	115	HEALTH CLINICS-	LONGEVITY PAY	$111.03
5-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
5-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
5-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$8.49
5-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$11.80
5-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$0.67
5-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$0.98
			2015 Budgetary Impact	$132.97

2016 Budgetary Impact: $502.70

Possible Funding Sources: Current department budget; lapsed funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 13, 2015 Agenda Item: 51690

Summary of request/proposal:
CPS/HAZARDS (1293) -
Approval of the following personnel actions, effective date of 09/21/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	Strategic National Stockpile Coordinator	0016	115	960.00	0.00	(960.00)
				960.00	0.00	(960.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1293-441-00-340-013-6-	115	CPS/HAZARDS-	LONGEVITY PAY	($272.18)
5-1293-441-00-340-013-6-	211	CPS/HAZARDS-	HEALTH INSURANCE	$0.00
5-1293-441-00-340-013-6-	212	CPS/HAZARDS-	LIFE INSURANCE	$0.00
5-1293-441-00-340-013-6-	220	CPS/HAZARDS-	FICA	($20.82)
5-1293-441-00-340-013-6-	230	CPS/HAZARDS-	RETIREMENT	($28.93)
5-1293-441-00-340-013-6-	250	CPS/HAZARDS-	UNEMPLOYMENT COMP	($1.63)
5-1293-441-00-340-013-6-	260	CPS/HAZARDS-	WORKER'S COMP	($0.57)
			2015 Budgetary Impact	($324.13)

2016 Budgetary Impact: ($1,142.60)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 13, 2015 Agenda Item: 51690

Summary of request/proposal:
Health Clinics (1100) -
Approval of the following personnel actions, effective date of 09/21/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Strategic National Stockpile Coordinator	A143	115	0.00	960.00	960.00
				0.00	960.00	960.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-441-00-340-003-0-	115	HEALTH CLINICS-	LONGEVITY PAY	$272.18
5-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
5-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
5-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$20.82
5-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$28.93
5-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$1.63
5-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$0.57
			2015 Budgetary Impact	$324.13

2016 Budgetary Impact: $1,142.60

Possible Funding Sources: Current department budget; lapsed funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 13, 2015 Agenda Item: 51690

Summary of request/proposal:
DA Investigation HB65 (1223) -
Approval of the following personnel actions, effective date of 07/06/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	Assistant District Attorney II	0135	115	4,320.00	0.00	(4,320.00)
				4,320.00	0.00	(4,320.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	115	DA INVESTIGATION HB65-	LONGEVITY PAY	($2,135.17)
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$0.00
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$0.00
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	($163.34)
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	($226.97)
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	($12.81)
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	($2.35)
			2015 Budgetary Impact	($2,540.64)

2016 Budgetary Impact: ($5,137.34)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, October 13, 2015 Agenda Item: 51690

Summary of request/proposal:
Crim DA (1100) -
Approval of the following personnel actions, effective date of 07/06/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Assistant District Attorney II	A120	115	0.00	4,320.00	4,320.00
				0.00	4,320.00	4,320.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-002-0-	115	CRIM DA-	LONGEVITY PAY	$2,135.17
5-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
5-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
5-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$163.34
5-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$226.97
5-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$12.81
5-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$2.35
			2015 Budgetary Impact	$2,540.64

2016 Budgetary Impact: $5,137.34

Possible Funding Sources: Current department budget; lapsed funds.

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 8 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 340-006
340-003

DATE:

CURRENT POSITION TITLE: System Support Specialist I

CURRENT SLOT #: G006

REQUESTED POSITION TITLE: System Support Specialist I

G006
A142

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other Redistribution of Longevity Pay

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

POSITION SALARY REQUEST:

Account No.	No. of Positions	Current Longevity Pay	Proposed Longevity Pay	Net Change
340-006	1	$ 420.00	$ 0.00	$ (420.00)
340-003	1	0.00	420.00	420.00

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other **5-1100-441-00-340-003-0-115**

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:

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	☒

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

Longevity pay will be paid out of General Fund; slot A142 must be created.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 10/8/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐	NO
2.	HUMAN RESOURCES DIRECTOR	Date 10.9.15	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 10/13/2015	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 8 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: 340-013
340-003

DATE:

CURRENT POSITION TITLE: Strategic National Stockpile Coordinator

CURRENT SLOT #: 0016

REQUESTED POSITION TITLE: Strategic National Stockpile Coordinator

0013
A143

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other Redistribution of Longevity Pay

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

POSITION SALARY REQUEST:

Account No.	No. of Positions	Current Longevity Pay	Proposed Longevity Pay	Net Change
340-013	1	$ 960.00	$ 0.00	$ (960.00)
340-003	1	0.00	960.00	960.00

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other **5-1100-441-00-340-003-0-115**

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:

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	☒

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

Longevity pay will be paid out of General Fund; slot A143 must be created.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/9/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑	YES	☐	NO
2.	HUMAN RESOURCES DIRECTOR	10.9.15 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/13/2015 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

AI-51607 **Human Resources** **10. B.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Criminal (1100):
1. Discussion, consideration and approval of the following personnel action, effective next full pay period, 10/19/2015:

Action	Slot#	Dept/ Program	Position Title	Budgeted Salary	Proposed Position Title
Title Change	0111	080-002	Victim Assistance Coordinator	$50,000.00	Victims Unit Program Director

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact, title change only.

Attachments

PAR/JOB DESC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/30/2015 04:12 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Diana Munoz		Started On: 09/30/2015 11:04 AM

Final Approval Date: 10/09/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED SEP 25 2015 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Criminal District Attorney / 080 **DATE:** 9/23/2015

CURRENT POSITION TITLE: VICTIM ASSISTANCE COORDINATOR **CURRENT SLOT. #:** 002-111

REQUESTED POSITION TITLE: VICTIMS UNIT PROGRAM DIRECTOR
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other TITLE CHANGE ONLY

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

POSITION SALARY REQUEST:

Salary Amount: $ 50,000.00 (Current Budgeted Salary) $ 50,000.00 (Proposed Budgeted Salary) $ 0.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ DT Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☑ DT	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑ DT
N/A	☐		

2015 SEP 30 PM 4 01 HIDALGO COUNTY BUDGET OFFICE

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

The change in position title is necessary to be in line with the duties, responsibilities and tasks undertaken by this position. The duties now call for the supervision of the Hidalgo County Criminal District Attorney's Office Victims Assistance Services Program and supervision of the advocates.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

VICTIMS UNIT PROGRAM DIRECTOR

GENERAL DESCRIPTION

Responsible for the daily operation of the Victims Unit, supervision and training of staff, and administration and compliance of grants that provide victim services. Ensures that information to victims of crime and their families is provided in compliance with the Texas Code of Criminal Procedure: Chapter 56. Position requires a high level of confidentiality. Under the supervision of the Hidalgo Count Criminal District Attorney

EXAMPLES OF WORK PERFORMED

Responsible for the daily operation of the Victims Unit

Responsible for the submitting required reports for grants

Responsible for training and supervision of Victims Unit staff

Administration and compliance of victim services grants

Responsible for the grant writing, grant monitoring visits, and operational procedures for grants to provide victim assistance

Supervises the Victim Assistance Coordinator and Victim Advocates

Will serve as the Crime Victim Liaison between the local police departments and the district attorney's office

Coordinate with local community agencies and other community based victim services agencies to ensure victims are provided information on victims' rights

Assist attorneys with case staffing; ensures all cases are assigned as necessary

Provide training or education to the victims of crime and the community

Assist victims with completion of Victim Impact Statement, Crime Victims Compensation applications or Restitution forms and other related forms

Coordinate the gathering and submission of information for payment of medical examinations under the Texas Code of Criminal Procedure for victims

Assist in providing crisis counseling as necessary

Prepare and maintain statistical records; record case file information in tracking system

Refer victims or their families to social service agencies that may offer additional assistance

Duties may require travel to and from different locations inside and outside the County of Hidalgo for the purpose of interviewing and gathering information from a victim

Responsible for protecting the rights of the victim and survivors of violent crimes

Performs administrative duties such as preparing correspondence and processing incoming mail for case files

May provide training within the criminal justice system and in the community to facilitate increased knowledge and understanding of family violence dynamics and to promote sensitivity to victims

Perform related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in psychology, social work, criminal justice or related field

Two years experience in a social service agency, preferably dealing with sexual assault and domestic violence issues

Experience and ability to respond in a supportive way to people in crisis

Knowledge of domestic violence and sexual assault

Working knowledge of Texas laws pertaining to domestic violence and sexual assault, as well as the justice system's response to these crimes

Familiarity with the network of social and legal services, resources and procedures available in Hidalgo County area

Adequate personal health, social maturity, and emotional stability to fulfill the functions of the position

Certificates, License and Registration

Applicant must have a current valid Texas operator's driver's license

Must be able to be insured by the County's insurance carrier

THIS IS A SECURITY SENSITIVE POSITION - Position requires gathering, disseminating and storing sensitive crime victim's documents and offense reports

BACKGROUND INVESTIGATION IS REQUIRED FOR THIS POSITION

Knowledge, Skills, and Abilities

Knowledge of grant compliance and grant writing skills

Ability to administer federal and state grants and submit required reports

Ability to maintain full confidentiality concerning victims and their families

Ability to respond with sensitivity and awareness to victims of crime

Must follow strict rules regarding the gathering, disseminating, and storing sensitive crime victims' documents, reports, and other information

Ability to read, analyze and interpret statutory provisions, medical records and reports, general business periodicals, professional journals, technical procedures, and other government regulations

Ability to read, write and speak both English and Spanish

Experience preparing summary reports, chronologies, and analyses of medical records

Excellent interviewing and counseling skills

Ability to plan and organize effectively

Ability to establish and maintain effective working relationships with attorneys, county employees and officials, representatives of victim/witness advocacy and assistance groups, court personnel, and the general public

Ability to effectively present information and respond to questions from attorneys, victims, supervisors, advocacy and assistance groups and the general public

Must have experience with word processing and general knowledge of personal computers

Computer proficiency in Microsoft Word, Excel and Publisher and be familiar with other MS Windows products and related software

Comfortable using newer technologies such as governmental apps and databases

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-51542 **Human Resources** **10. C.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions, effective next full pay period, 10/19/2015, :

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Allowance	Proposed Budgeted Allowance	Total Adjustment
Add / Clothing Allowance	280-001	0028	Sergeant Step II	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0121	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0122	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0132	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0133	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0153	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0165	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0192	Deputy Sheriff Step II	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0333	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0344	Deputy Sheriff Step I	$0.00	$500.00	$500.00
Add / Clothing Allowance	280-001	0345	Deputy Sheriff Step I	$0.00	$500.00	$500.00

3. Approval to revise the salary schedule in accordance with Commissioner's Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-421-00-280-001-0-119

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

BUDGETARY IMPACT:

Salary analysis based on actual expenditures projects $9,654.44 in lapsed funds.

Attachments

Fiscal Note

PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/25/2015 09:44 AM
Human Resources	Diana Munoz	10/07/2015 04:41 PM
Budget & Management	Veronica Ortiz	10/08/2015 09:05 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Diana Munoz		Started On: 09/24/2015 03:05 PM
Final Approval Date: 10/09/2015		

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, October 13, 2015 Agenda Item: 51542

Summary of request/proposal:
SHERIFF'S OFFICE (1100) -
Approval of the following personnel actions, effective next full pay period, 10/19/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Sergeant Step II	0028	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0121	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0122	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0132	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0133	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0153	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0165	119	0.00	500.00	500.00
1100	Deputy Sheriff Step II	0192	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0333	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0344	119	0.00	500.00	500.00
1100	Deputy Sheriff Step I	0345	119	0.00	500.00	500.00
				0.00	5,500.00	5,500.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$1,137.93
5-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$87.05
5-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$120.96
5-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$6.83
5-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$35.50
			2015 Budgetary Impact	$1,388.27

2016 Budgetary Impact: $6,706.15

Possible Funding Sources: Within department budget; salary analysis based on actual expenditures projects $9,654.44 in lapsed funds.

Comments:

HIDALGO COUNTY
Personnel Adjustment Request Form

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SEP 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 STEP

DATE: 9-22-2015

CURRENT POSITION TITLE: SERGEANT II

CURRENT SLOT. #: 001-028

REQUESTED POSITION TITLE: N/A DT
(For new positions or reclassifications)

REQUEST FOR:

DT ☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding Clothing Allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted ~~Salary~~ Allowance DT) $ 500.00 (Proposed Budgeted ~~Salary~~ Allowance DT) $ 500.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 9/22/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 9/29/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/06/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-121

REQUESTED POSITION TITLE: N/A OT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Allowance OT Allowance ST

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 10/2/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/7/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/9/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

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OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-122

REQUESTED POSITION TITLE: N/A OT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted ~~Salary~~ Allowance OT) $ 500.00 (Proposed Budgeted ~~Salary~~ Allowance OT) $ 500.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 10/2/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 10/7/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/9/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

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OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-132

REQUESTED POSITION TITLE: M/A DT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted ~~Salary~~ Allowance DT) $ 500.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 10/2/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/7/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/9/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

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OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-133

REQUESTED POSITION TITLE: MA OT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted ~~Salary~~ Allowance OT) $ 500.00 (Proposed Budgeted ~~Salary~~ Allowance OT) $ 500.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 10/2/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/7/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/9/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

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OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280

DATE: 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I

CURRENT SLOT. #: 001-153

REQUESTED POSITION TITLE: MAOT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 500.00 (Proposed Budgeted Salary) $ 500.00 (Net Change)

Allowance DT Allowance DT

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 10/2/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/9/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-165

REQUESTED POSITION TITLE: N/A DT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted ~~Salary~~ Allowance DT) $ 500.00 (Proposed Budgeted ~~Salary~~ Allowance DT) $ 500.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 10/2/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/9/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP II **CURRENT SLOT. #:** 001-192

REQUESTED POSITION TITLE: MA OT
(For new positions or reclassifications)

REQUEST FOR;

OT ☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 Current Budgeted Salary ~~Salary~~ Allowance OT $ 500.00 Proposed Budgeted ~~Salary~~ Allowance OT $ 500.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/2/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	10/7/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/9/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-333

REQUESTED POSITION TITLE: N/A OT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 Current Budgeted Salary ~~Allowance OT~~ $ 500.00 Proposed Budgeted Salary ~~Allowance OT~~ $ 500.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE 10/2/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE 10/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 10/9/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-344

REQUESTED POSITION TITLE: N/A ST
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted ~~Salary~~ Allowance OT) $ 500.00 (Proposed Budgeted ~~Salary~~ Allowance ST) $ 500.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/2/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	10/7/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/9/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-2-2015

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-345

REQUESTED POSITION TITLE: N/A OT
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Adding clothing allowance

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 Current Budgeted Salary ~~Salary~~ Allowance OT $ 500.00 Proposed Budgeted ~~Salary~~ Allowance OT $ 500.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Requesting clothing allowance.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/2/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	10/7/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/9/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-51717 **Human Resources** **10. D.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct 4 Road Maintenance (1200):
1. Discussion, consideration and approval of the following personnel actions, effective next pay period of 10/19/2015:

Action	Dept/ Program	Slot#	Current Position Title	Budgeted Salary	Proposed Position Title
Title Change Only	124-007 124-001	0006 0004	Chief Administrator	$38,625.00 $38,625.00	General Operations Manager
Title Change Only	124-007	0059	General Operations Manager	$86,888.00	Chief Administrator

2. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Attachments

PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/08/2015 10:58 AM

Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Diana Munoz		Started On: 10/08/2015 09:56 AM
Final Approval Date: 10/09/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 05 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT 4 RD MAINTENANCE (1200) / 124-007
Pct 4 Sanitation (1100) / 124-001 DT

DATE: 09/30/2015

CURRENT POSITION TITLE: CHIEF ADMINISTRATOR

CURRENT SLOT. #: 0006 (124-007)
0004 (124-001) DT

REQUESTED POSITION TITLE: GENERAL OPERATIONS MANAGER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other TITLE CHANGE ONLY

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

POSITION SALARY REQUEST:

	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
124-001 DT	$ 38,625.00 DT	$ 38,625.00 DT	$ 0.00 DT
124-007 DT	$ 38,625.00 DT	$ 38,625.00 DT	$ 0.00 DT
Salary Amount:	$ ~~77,250.00~~	$ ~~77,250.00~~	$ 0.00

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 5-1200-431-00-124-007-0-XXX ; 5-1100-432-00-124-001-0-XXX DT

POSITION Type:

Full Time Employee Object 113 ☒ X
Part Time Employee Object 114 ☐
Full Time Temporary Object 121 ☐
Part Time Temporary Object 122 ☐

$ _____ Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

Reorganization of administrative staff.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	Joseph Palacios Jr.	DATE	10-5-15	FUNDING AVAILABLE IN DEPT. BUDGET	X YES ☐ NO
2. HUMAN RESOURCES DIRECTOR		DATE	10/9/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES ☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT		DATE	10/9/2015	BUDGET PROCEDURES COMPLETED	☑ YES ☐ NO
4. COMMISSIONERS COURT APPROVAL		DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 05 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT 4 RD MAINTENANCE (1200) /124-007

DATE: 09/30/2015

CURRENT POSITION TITLE: GENERAL OPERATIONS MANAGER

CURRENT SLOT. #: 0059 (124-007)

REQUESTED POSITION TITLE: CHIEF ADMINISTRATOR

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other TITLE CHANGE ONLY

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

POSITION SALARY REQUEST:

Salary Amount:	$ 86,888.00	Current Budgeted Salary	$ 86,888.00	Proposed Budgeted Salary	$ 0.00 Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other 5-1200-431-00-124-007-0 - XXX

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

Reorganization of administrative staff.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios SMA DEPARTMENT HEAD	10-5-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	X☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	10/7/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	10/9/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-51669 **Human Resources** **10. E.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Jaime Gonzalez, PUBLIC DEFENDERS

Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defender (1100):
Discussion, consideration and approval to appoint Matthew Cortes as a volunteer Public Defender Intern Clerk, at the Public Defender's office for the period of October 19, 2015 through October 19, 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Internship Policy
Job description

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:39 AM
Human Resources	Diana Munoz	10/08/2015 09:53 AM
Budget & Management	Veronica Ortiz	10/08/2015 10:11 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Patti Loya		Started On: 10/05/2015 09:58 AM
Final Approval Date: 10/09/2015		

Hidalgo County Internship Policy

PURPOSE

The purpose of this policy is to establish guidelines to offer experiential learning experiences for college students in County offices and departments. This policy applies to student volunteers, interns, and externs.

POLICY

Hidalgo County offers volunteer opportunities, internships and externships in an effort to provide college students from a wide variety of educational disciplines the opportunity to apply traditional academic classroom learning to actual work experience. The County strongly believes that internships are an important tool in recruiting, developing and retaining innovative people in local government and an important part of assisting the County in meeting the needs of today while preparing the workforce of the future.

Internship opportunities may be paid or unpaid, subject to budgetary constraints and departmental recommendation. All placements must be approved by Commissioners' Court, and approval must include the following items:

1. Job description & responsibilities
2. Placement location & supervisor name
3. Duration of internship
4. Agreement with educational institution (if applicable)
5. If appointed, internship application, resume, and signed internship agreement
6. If paid, funds must be appropriated and fiscal note and budgetary impact must be included
7. Any other relevant information as required by Commissioners' Court

Each participating office/department will be responsible for administering the student internship within their department and ensuring the policies and guidelines set forth herein are followed. All interns (paid or unpaid) must comply with the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), and must complete the pre-employment training and enrollment requirements prior to commencing.

REQUIREMENTS

All interns must be citizens of the United States, or if not, must be legally authorized to work in the United States. Proof of citizenship or authorization will be documented during the training and orientation process. Interns must be 18 years of age or older, and must be enrolled in an institution of higher education. Interns must complete an internship application and agreement, and must meet the pre-employment training and enrollment requirements. Interns must sign a Waiver of Liability Release, agreeing to assume any risk of injury that may occur while rendering services to the County.

UNPAID INTERNSHIPS

I. Hidalgo County may accept student interns on a volunteer basis. Unpaid students may be appointed or may be selected through the Human Resources Department announcement and selection process. All unpaid internship placements must be approved by Commissioners' Court.

II. Unpaid student interns are considered "Volunteers," receive no compensation or benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.
III. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.
IV. Students who are interested in seeking to gain work experience in a specific field or area may choose to independently volunteer as an unpaid intern. In such instances, students may or may not receive credit from the educational institution they attend.

PAID INTERNSHIPS

I. Hidalgo County may offer paid internships to students. A department's ability to use paid student interns will be based on their internal budget constraints.
II. Paid student interns are considered "Temporary Employees," receive compensation for the duration of the internship, but receive no other benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.
III. All paid internship placements must be approved by Commissioners' Court, and must be selected through the Human Resources Department announcement and selection process..
IV. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.
V. Students who are interested in seeking to gain work experience in a specific field or area may choose to independently apply for a paid internship opportunity. In such instances, students may or may not receive credit from the educational institution they attend.

RECRUITMENT OF INTERNS

Each participating office/department will be responsible for identifying and recruiting interns, and, if they desire, to establish partnerships with educational institutions that enroll students in a degree or area of study that could be utilized by the office/department.

Unpaid interns may be appointed by the office/department or educational institution, or may be selected through the Human Resources Department announcement and selection process; paid interns are subject to the Human Resources Department announcement and selection process.

TRAINING AND ORIENTATION

Prior to beginning an intern assignment all student interns will be required to meet the pre-employment training and enrollment requirements.

All student interns (paid or unpaid), will be provided a copy of the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments as applicable, including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The participating office/department will be responsible for orienting students to the organization. Orientation should include:

- A clear list of expectations, job duties and goals;
- Departmental-specific policies and procedures;
- A list of the resources available to the student intern (i.e., a workstation that has been set up for the student intern, supplies and items needed by the intern); and
- Any other relevant information for the intern to be successful in the performance of their job duties.

STANDARDS OF CONDUCT

All interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual and/or Hidalgo County Civil Service Commission Rules (as applicable), and are responsible for complying with the required standards of conduct.

At a minimum, all interns are required to conduct themselves in a professional manner at all times and to use discretion when dealing with sensitive manners and confidential information. Students must maintain professional attire, hygiene and grooming in a professional business-like manner that is appropriate to the field of placement and which reflects positively on the County.

If any policy or standard of conduct is violated by the intern during the internship period, the intern will be terminated at the discretion of the County.

EVALUATION

All interns should be provided with ongoing feedback on how well they are meeting the goals and expectations of their position. Participating offices/departments should provide interns with a formal written evaluation at the end of the internship. If applicable, participating offices/departments will be responsible for abiding by the requirements of the educational institution as per the agreement.

TERMINATION/COMPLETION

All interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the County.

Upon completion of the internship period, interns are not automatically entitled to a paid position within the County.

HIDALGO COUNTY PUBLIC DEFENDERS

PUBLIC DEFENDER INTERN CLERK

GENERAL DESCRIPTION

Performs (entry-level) clerical work in areas such as bookkeeping, inventory control, statistics, employment, human resources, purchasing, or accounting; Work involves compiling and tabulating data, checking documents for accuracy, transporting documents, and maintaining files; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Produces and proofs correspondence, reports, purchase orders, summaries, manuals, vouchers, records, and other related forms

Reviews completed forms for signatures and proper entries

Provides information to the public by mail or telephone

Receives shipments and supplies, inspects for damage, and checks for correct quantity and quality

Assembles, organizes, and tabulates data; may perform data entry and retrieval

Files and maintains forms, records, and reports

Opens and distributes incoming mail and prepares mail-outs

Delivers documents, supplies, or other items; takes deposits to the bank; and runs errands as appropriate

May maintain office schedules and appointments

May perform back-up receptionist or telephone switchboard duties

May assist in conducting physical inventory

May receive and count cash

May make arrangements for repairs and services

May assemble and pack shipments, contact transportation companies to arrange for shipping, and assist in loading trucks

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Six (6) months of experience with clerical operations

Graduation from a high school or equivalent (GED)

Experience and education may be substituted for one another

Certificates, Licenses, Registrations

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Knowledge, Skills, and Abilities

Knowledge of office procedures and of spelling, grammar, punctuation, and arithmetic

Skill in using personal computers and office equipment

Ability to prepare and maintain records, files, and reports

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-51730 **Health & Human Services Dept.** **11. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health Clinics:
Requesting authorization for Hidalgo County Health & Human Services Department - Chief Administrative Officer to process the mandatory re-enrollment to continue billing Medicaid for all health care services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

TMHP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/08/2015 02:42 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Mike Escaname Started On: 10/08/2015 01:33 PM

Final Approval Date: 10/09/2015

Information for Texas Health Steps (THSteps) Providers

- Both THSteps Medical and Dental Providers ☒
- Medical Providers Only ☐
- Dental Providers Only ☐

Topic: Mandatory re-enrollment

Effective date: Immediately

Texas Medicaid providers enrolled prior to Jan. 1, 2013 who have not yet re-enrolled in the Medicaid program must do so immediately. Providers need to submit a separate re-enrollment application for each active Texas Medicaid Identifier (TPI) Suffix. To be considered fully re-enrolled, providers must submit a completed re-enrollment application and receive notification from TMHP that their application has been approved.

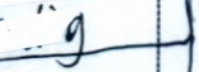
This re-enrollment requirement applies to those providers who render services through Medicaid managed care organizations (MCOs), dental maintenance organizations (DMOs), or through traditional fee-for-service Medicaid.

Failure to re-enroll may result in termination from the Medicaid program. Terminated providers are not eligible to receive payment for services rendered to fee-for-service recipients, or those enrolled with a Medicaid managed care organization (MCO) or dental maintenance organization (DMO).

To allow sufficient time for application processing and to avoid a lapse in enrollment status, providers are encouraged to begin this process now.

For more information visit:

- TMHP Re-enrollment Webpage (http://www.tmhp.com/Pages/Topics/Reenrollment.aspx)
- Re-enrollment FAQs (http://www.tmhp.com/TMHP_File_Library/ACA/Affordable%20Care%20Act%20FAQs.pdf)
- Quick Start Re-enrollment Reference Guide (see below)



To get help:

- Call the TMHP Contact Center at 1-800-925-9126, option 2 or the TMHP CSHCN Services Program Contact Center (1-800-568-2413)
- Attend a workshop (http://www.tmhp.com/Pages/Education/Ed_Reg.aspx)

AI-51672 **Urban County** **12. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Hold a Public Hearing to consider public comments for Hidalgo County Precinct No. 1's proposed budget and program amendment for Fiscal Years 21, 22, 27, & 28 (2008, 2009, 2014 & 2015) original work plan and forfeited funds. The proposed amendment will decrease the Park, Recreational Facilities line items; delete the Progreso Lakes Street Improvements activities and reallocate funds into the Precinct No. 1 Street Improvements activity for the continuation of the street reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N. to Mile 12 North Road, Donna, TX).

2. Requesting approval of a budget and program amendment for Hidalgo County Precinct No. 1 for Fiscal Years 21, 22, 27, & 28 (2008, 2009, 2014 & 2015) original work plan and forfeited funds.

BACKGROUND

A Public Hearing will be held on October 13, 2015 at 9:30 A.M. and citizen participation requirements will be met. Hidalgo County Precinct No. 1 proposed budget amendment for Fiscal Years 21, 22, 27, & 28 (2008, 2009, 2014 & 2015) original work plan, utilizing forfeited funds:

Year 21 (2008)
Decrease – Park, Recreational Facilities activity by $4,466.07; Increase - Street Improvements activity by $4,466.07; Add the following scope of work: the reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N. to Mile 12 North Road, Donna, TX), previously environmentally cleared in FY 26 (2013).

Year 22 (2009)
Decrease – Park, Recreational Facilities activity by $9,240.66; Increase - Street

Improvements activity by $9,240.66; Add the following scope of work: the reconstruction and drainage improvements to Old La Blanca Road North (Mile 9 N. to Mile 12 North Road, Donna, TX), previously environmentally cleared in FY 26 (2013).

Year 27 (2014) forfeited funds
Delete – Progreso Lakes – Street Improvements activity by $26,881.00; Increase - Street Improvements activity by $26,881.00

Year 28 (2015) forfeited funds
Delete – Progreso Lakes – Street Improvements activity by $25,740.00; Increase - Street Improvements activity by $25,740.00

Fiscal Impact

Attachments

Budget and Program Amendment (Pct 1)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 11:33 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Sandra Regalado		Started On: 10/05/2015 11:40 AM
Final Approval Date: 10/09/2015		

PUBLIC HEARING NOTICE
HIDALGO COUNTY PRECINCT NO. 1
URBAN COUNTY PROGRAM

Publication Date: September 12, 2015

BUDGET AND PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, the Hidalgo County Precinct No. 1 will conduct a Public Hearing to solicit input from interested parties on the Precinct's proposed Budget and Program Amendment to its Urban County Program funding Years 21, 22, 27, & 28 (2008, 2009, 2014 & 2015) utilizing its original work plan and forfeited funds.

The Public Hearing will be held on Tuesday, October 13, 2015 at 9:30 a.m. Hidalgo County Commissioners' Court Room located at **100 E. Cano, First Floor, Edinburg, Texas 78539**.

The following is the proposed Budget and Program Amendment for your consideration:

Existing Budget	Urban County Year 21 (2008)	Proposed Budget
$542,370.23	Parks, Recreational Facilities (-$7,438.07)	$534,932.16
$134,737.50	Street Improvements (+$7,438.07)	$142,175.57
$677,107.73	**TOTAL**	**$677,107.73**

The proposed amendment will **decrease** the parks, recreational facilities funds by $7,438.07 and **increase** the street improvements funds by $7,438.07. The amendment will also **add** the following scope of work: the continuation of a FY 2013 reconstruction project of Old La Blanca Road (Mile 9 N to Mile 12 North) to include but not limited to professional engineering services, geo-technical and construction material testing services, paving, drainage, advertisements and any other related appurtenances as they may pertain to the project's completion. This project was previously environmentally cleared in FY 26 (2013).

Existing Budget	Urban County Year 22 (2009)	Proposed Budget
$407,265.90	Parks, Recreational Facilities (-$9,240.66)	$398,025.24
$454,907.72	Street Improvements (+$9,240.66)	$464,148.38
$862,173.62	**TOTAL**	**$862,173.62**

The proposed amendment will **decrease** the parks, recreational facilities funds by $9,240.66 and **increase** the street improvements funds by $9,240.66. The amendment will also **add** the following scope of work: Project consists of funding for the continuation of a FY 2013 reconstruction project of Old La Blanca Road (Mile 9 N to Mile 12 North) and includes but is not limited to professional engineering services, geo-technical and construction material testing services, paving, drainage, advertisements and any other related appurtenances as they may pertain to the project's completion. This project was previously environmentally cleared in FY 26 (2013).

Existing Work Plan	Forfeited funds Year 27 (2014)	Proposed Work Plan
$ 26,881.00	Progreso Lakes –Street Improvements -$26,881.00	$ 0.00
$280,259.10	Pct. 1 Street Improvements +$26,881.00	$307,140.10
$307,140.10	**TOTAL**	**$307,140.10**

The proposed amendment will **delete** the Progreso Lakes Street Improvements line item by $26,881.00 and **increase** the street improvements funds by $26,881.00, for the continuation of a FY 2013 reconstruction project of Old La Blanca Road (Mile 9 N to Mile 12 North) and includes but is not limited to professional engineering services, geo-technical and construction material testing services, paving, drainage, advertisements and any other related appurtenances as they may pertain to the project's completion. This project was previously environmentally cleared in FY 26 (2013).

Existing Work Plan	Forfeited funds Year 28 (2015)	Proposed Work Plan
$ 25,740.00	Progreso Lakes –Street Improvements -$25,740.00	$ 0.00
$225,046.00	Pct. 1 Street Improvements +$25,740.00	$250,786.00
$250,786.00	**TOTAL**	**$250,786.00**

The proposed amendment will **delete** the Progreso Lakes Street Improvements line item by $25,740.00 and **increase** the street improvements funds by $25,740.00, for the continuation of a FY 2013 reconstruction project of Old La Blanca Road (Mile 9 N to Mile 12 North) and includes but is not limited to professional engineering services, geo-technical and construction material testing services, paving, drainage, advertisements and any other related appurtenances as they may pertain to the project's completion. This project was previously environmentally cleared in FY 26 (2013).

Accommodations for individuals with handicaps shall be provided upon request.

For more information, please come by the Hidalgo County Urban County Program office or call (956) 787-8127. Written comments may be forwarded to:

Commissioner A.C. Cuellar, Jr.
1902 Joe Stephens Ave.
Weslaco, Texas 78596

AVISO DE AUDIENCIA PÚBLICA
CONDADO DE HIDALGO PRECINTO NO. 1
PROGRAMA URBANO DEL CONDADO DE HIDALGO

Fecha de publicación: dia 12 de septiembre 2015

PRESUPUESTO Y ENMIENDA DEL PROGRAMA

En conformidad con los requisitos del Programa de Desarrollo Comunitario Concesión de Bloque (CDBG), de el Condado de Hidalgo, Precinto No. 1 llevará a cabo una audiencia pública para solicitar la opinión de aquellos interesados en el Presupuesto del Precinto y la enmienda del Programa Urbano del Condado de sus años de financiamiento 21, 22, 27, y 28 (2008, 2009, 2014 y 2015) utilizando el plan de trabajo original y confiscación de fondos.

La audiencia pública se llevará a cabo el Martes, 13 de octubre 2015 a las 9:30 a.m. en la Corte de Comisionados del Condado ubicado en el **100 E. Cano, First Floor, Edinburg, Texas 78539**.

La siguiente es la Enmienda propuesta de presupuesto y Programa para su consideración:

Presupuesto Existente	**Condado Urbano Año 21 (2008)**	**Propuesta de Presupuesto**
$542,370.23	Parques, Instalaciones Recreativas (-$7,438.07)	$534,932.16
$134,737.50	Mejoras de calles (+$7,438.07)	$142,175.57
$677,107.73	**TOTAL**	**$677,107.73**

La enmienda propuesta disminuirá los fondos de parques, instalaciones recreativas por $7,438.07 y aumentar los fondos de Mejoras de calles por $7,438.07. La enmienda agregará el siguiente alcance de trabajo: la reconstrucción de la calle Old La Blanca Road al (Norte de la Milla 9 hasta la milla 12 Norte) incluyendo pero no limitado a los servicios profesionales de ingeniería, geo-técnica, de servicios de pruebas material de construcción, pavimentación, drenaje, anuncios y cualesquiera otras dependencias relacionadas a la terminación del proyecto y de sus áreas circundantes. Este proyecto fue anteriormente despejado ambientalmente en el año fiscal 26 (2013).

Presupuesto Existente	**Condado Urbano Año 22 (2009)**	**Propuesta de Presupuesto**
$407,265.90	Parques, Instalaciones Recreativas (-$9,240.66)	$398,028.24
$454,907.72	Mejoras de calles (+$9,240.66)	$464,148.38
$862,173.62	**TOTAL**	**$862,173.62**

La enmienda propuesta disminuirá los fondos de parques, instalaciones recreativas por $9,240.66 y aumentar los fondos de Mejoras de calles por $9,240.66. La enmienda agregará el siguiente alcance de trabajo: la reconstrucción de la calle Old La Blanca Road al (Norte de la Milla 9 hasta la milla 12 Norte) incluyendo pero no limitado a los servicios profesionales de ingeniería, geo-técnica, de servicios de pruebas material de construcción, pavimentación, drenaje, anuncios y cualesquiera otras dependencias relacionadas a la terminación del proyecto y de sus áreas circundantes. Este proyecto fue anteriormente despejado ambientalmente en el año fiscal 26 (2013).

Presupuesto Existente	**Confiscación de fondos Año 27 (2014)**	**Propuesta de Presupuesto**
$ 26,881.00	Progreso Lakes –Mejoras de calles -$26,881.00	$ 0.00
$280,259.10	Pct. 1 - Mejoras de calles +$26,881.00	$307,140.10
$307,140.10	**TOTAL**	**$307,140.10**

La enmienda propuesta eliminará la línea de mejoras de calles bajo la Ciudad de Progreso Lakes por $26,881.00 y aumentar los fondos de mejoras de calles bajo el Precinto No. 1 por $26,881.00, para la reconstrucción de la calle Old La Blanca Road al (Norte de la Milla 9 hasta la milla 12 Norte) incluyendo pero no limitado a los servicios profesionales de ingeniería, geo-técnica, servicios de pruebas material de construcción, pavimentación, drenaje, anuncios y cualesquiera otras dependencias relacionadas a la terminación del proyecto y de sus áreas circundantes. Este proyecto fue anteriormente despejado ambientalmente en el año fiscal 26 (2013).

Presupuesto Existente	**Confiscación de fondos Año 28 (2015)**	**Propuesta de Presupuesto**
$ 25,740.00	Progreso Lakes –Mejoras de calles -$25,740.00	$ 0.00
$225,046.00	Pct. 1 - Mejoras de calles +$25,740.00	$250,786.00
$250,786.00	**TOTAL**	**$250,786.00**

La enmienda propuesta eliminará la línea de mejoras de calles bajo la Ciudad de Progreso Lakes por $25,740.00 y aumentar los fondos de mejoras de calles bajo el Precinto No. 1 por $25,740.00, para la reconstrucción de la calle Old La Blanca Road al (Norte de la Milla 9 hasta la milla 12 Norte) incluyendo pero no limitado a los servicios profesionales de ingeniería, geo-técnica, servicios de pruebas material de construcción, pavimentación, drenaje, anuncios y cualesquiera otras dependencias relacionadas a la terminación del proyecto y de sus áreas circundantes. Este proyecto fue anteriormente despejado ambientalmente en el año fiscal 26 (2013).

Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Para obtener más información, por favor venga a la oficina del Condado de Hidalgo Programa Urbano del Condado o llame al (956) 787-8127. Los comentarios escritos pueden enviarse a:

Comisionado A.C. Cuellar, Jr.
1902 Joe Stephens Ave.
Weslaco, Texas 78596

AI-51701 **Urban County** **12. B.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting a Waiver of Real Property Filing Fees as allowed by Texas Local Government Code, Section 118.0135(a)

BACKGROUND

As per Texas Local Government Code, Sec. 118.0135. WAIVER OF REAL PROPERTY FILING FEES (a) The commissioners' court may direct the county clerk to waive fees for the filing of real property records under this subchapter for a person who is buying or improving the person's home with assistance from a federal or state grant or aid program that promotes home ownership or home improvement for persons of low or moderate income.

The Urban County Program (UCP) Owner Occupied Rehabilitation Program assists low to moderate income persons with home improvements and is fully funded by the U.S. Department of Housing and Community Development. Over the past 5 years, UCP has paid a total of $74,533 to the County for the recording of real property legal documents as they relate to its Housing Rehabilitation Program. Additionally, over the past 5 years, the cumulative amount of County taxes generated by the units assisted totals approximately $123,876.

Fiscal Impact

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/08/2015 09:04 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Sandra Regalado Started On: 10/07/2015 09:44 AM
Final Approval Date: 10/09/2015

"Real Property Records Filing" under Section 118.011 is for filing and recording, including indexing, in the real property records in the office of the county clerk a document that is authorized or required to be filed in those records.

(b) A county clerk who files, registers, or records an instrument by manual copying instead of copying by photocopy, photostating, or microphotographic process may substitute for the prescribed page fee a fee of 20 cents per 100 words for each page having more than 500 words.

(c) The fee does not apply to:

(1) map records;

(2) condominium records;

(3) notary public records;

(4) marriage records;

(5) vital statistics records;

(6) documents filed in the records of county civil or criminal courts or probate courts; or

(7) personal property, chattels, and personal records in the office of the county clerk.

(d) The fee is in addition to any other specific fee provided for by other statute.

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

Sec. 118.0135. WAIVER OF REAL PROPERTY FILING FEES. (a) The commissioners court may direct the county clerk to waive fees for the filing of real property records under this subchapter for a person who is buying or improving the person's home with assistance from a federal or state grant or aid program that promotes home ownership or home improvement for persons of low or moderate income.

(b) The commissioners court shall specify the types of grant or aid programs that qualify a person for a fee waiver under this section and may limit the waiver to only certain programs.

Added by Acts 1999, 76th Leg., ch. 108, Sec. 1, eff. May 17, 1999.

Sec. 118.014. CERTIFIED PAPERS. (a) The fees for "Certified Papers" under Section 118.011 are for the county clerk's certificate that shall be placed on each page or part of a page, and a fee for

URBAN COUNTY PROGRAM
OWNER-OCCUPIED REHABILITATION PROGRAM
Recording Fees and Expenditure Report

Recording Fees Paid in Previous 5 Program Years

Prog. Yr.	Rec'd. Fees
2010	19,547
2011	15,116
2012	16,596
2013	7,896
2014	15,378
	74,533

$ 14,906.60 Yearly Average

Construction Funds Expended in Previous 5 Program Years

Prog. Yr.	Expend.
2010	1,167,556
2011	947,660
2012	878,382
2013	1,500,120
2014	1,296,893
	5,790,611

$ 1,158,122 Yearly Average

REHAB. PROG. TAX INFORMATION

	Expended	Assisted Units	Avg. Tax Rate	Annual Tax Rate	Mutiplied by # of Years	Cumlative Total -Taxes
FY14	1,167,556	19	333	6,327	1	6,327
FY13	947,660	14	333	4,662	2	9,324
FY12	878,382	26	333	8,658	3	25,974
FY11	1,500,120	28	333	9,324	4	37,296
FY10	1,296,893	27	333	8,991	5	44,955
	5,790,611	114		37,962		123,876

1,158,122 Average Annual Expended

AI-51502 **Urban County** **12. C.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Olga Lerma, URBAN COUNTY

Submitted By: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of Alamo is requesting consideration and action to award and enter into a construction contract with The 5125 Company in the amount of $290,285.00. UCP funds from FY 27 (2014) Water/Sewer Improvements line item and the City of Alamo general funds will be utilized.

BACKGROUND

The Urban County Program requested and received bids on September 2, 2015. The lowest responsible bidder meeting all specifications and requirements was Go Underground, LLC. However, the second lowest bidder, being The 5125 Company is a Section 3 Certified Contractor and has opted to match the lowest bid submitted by Go Underground, LLC. Therefore, as per Section 3 requirements, we are recommending that The 5125 Company be awarded this contract. The project will provide sanitary sewer collection improvements to Country Living Estates within the City of Alamo. Please see attached letter of recommendation by the project engineer (Quintanilla, Headley and Associates, Inc.), contractor's acceptance letter, bid tabulation sheet, contract and certificate of liability insurance.

Funds Available: $239,979.60 FY 27 (2014) Water/Sewer Improvements
$ 50,305.40 City of Alamo general funds
Total: $290,285.00

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:32 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Olga Lerma		Started On: 09/23/2015 11:09 AM
Final Approval Date: 10/09/2015		

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ✶ Land Surveyors
Alfonso Quintanilla, P.E. #65534 R.P.L.S #4856 Eulalio Ramirez, P.E. #77062
Engineering Firm Registration No. F-1613
Surveying Firm Registration No. 100411-00
Municipal & County Projects ✶ Subdivisions ✶ Surveys

September 3, 2015

Mr. Luciano Ozuna
City Manager
City of Alamo
420 N. Tower Road
Alamo, Texas 78516

Re: Country Living Estates
Sanitary Sewer Improvements

Dear Mr. Ozuna:

Bids were received and opened for the subject project on September 2, 2015. A total of 8 bids were received, but one bid was not an acceptable responsive bid because it did not have a bid bond included. GO Underground, LLC was the low bidder with a total base bid of $ 290,285.00. Attached is a copy of the bid tabulation for your review. This project involves sanitary sewer improvements within the City of Alamo. The second lowest bidder was The 5125 Company with a total base bid of $ 298,888.00. The 5125 Company is a Section 3 Certified Contractor and they have agreed to match the low bid of $290,285.00. We recommend award of the contract to The 5125 Company based on the Section 3 Certification. The 5125 Company has performed numerous projects for our company in the past and is more than capable to perform this project. We recommend award of the contract to The 5125 Company in the amount of $290,285.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,

Eulalio Ramirez, P.E.

cc: Ms. Monica Leal, Urban County Program, Program Coordinator

124 E. Stubbs, Edinburg, TX 78539 ✶ Phone 956/381-6480 ✶ Fax 956/381-0527 ✶ Email: office@qhaengineering.com ✶ www.qhaengineering.com

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ✶ Land Surveyors

Project Name: City of Alamo Country Living Estates
Sanitary Sewer Improvements
Owner: Hidalgo County Urban County Program
Bid Opening: Wednesday, September 2, 2015 @ 9:30 a.m.
@ Hidalgo County Purchasing Dept.

Bid Tabulation Sheet
Page 3 of 3

BID No. 5014-05-0310-5000-0500-UCP-ML

Item	Description	Unit	Quantity	GO Underground, LLC		VG Vanguard Engineering			
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
	Sanitary Sewer Improvements								
1	12" P.V.C. SDR-26 (12.5' - 13.5')	LF	1,800	30.65	55,170.00	39.00	70,200.00		-
2	8" P.V.C. SDR-26 (4.0' - 9.0')	LF	2,300	23.75	54,625.00	29.00	66,700.00		-
3	Manhole	EA	11	3,750.00	41,250.00	7,500.00	82,500.00		-
4	Manhole with Drop Structure	EA	2	4,350.00	8,700.00	10,000.00	20,000.00		-
5	4" Service Connection	EA	51	1,250.00	63,750.00	1,800.00	91,800.00		-
6	Trench Safety Protection	LF	4,100	1.50	6,150.00	3.00	12,300.00		-
7	Cut & Repair Asphalt for services	EA	23	450.00	10,350.00	950.00	21,850.00		-
8	Remove & Replace Mailbox Cluster	EA	1	2,500.00	2,500.00	1,500.00	1,500.00		-
9	Cut & Repair Caliche/Gravel Driveways	EA	7	320.00	2,240.00	850.00	5,950.00		-
10	Cut & Repair Asphalt Driveways	EA	14	500.00	7,000.00	1,300.00	18,200.00		-
11	Cut & Repair Concrete Driveways	EA	14	800.00	11,200.00	1,600.00	22,400.00		-
12	Cut & Repair Roadway	EA	2	1,850.00	3,700.00	9,500.00	19,000.00		-
13	Remove 18" Cap	EA	1	1,800.00	1,800.00	850.00	850.00		-
14	Traffic Control	LS	1	3,500.00	3,500.00	17,500.00	17,500.00		-
15	Remove & Reinstall culvert and S.E.T.	Ea.	2	950.00	1,900.00	2,000.00	4,000.00		-
16	Regrade Roadside Ditch	LF	1,750	5.00	8,750.00	4.00	7,000.00		-
17	Remove & Install New Driveway Pipes	Ea.	14	550.00	7,700.00	1,750.00	24,500.00		-
	(Pipe 15" PVC to be supplied by City)								
				Total:	$ 290,285.00		$ 486,250.00		-

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Project Name: City of Alamo Country Living Estates
Sanitary Sewer Improvements
Owner: Hidalgo County Urban County Program
Bid Opening: Wednesday, September 2, 2015 @ 9:30 a.m.
@ Hidalgo County Purchasing Dept.

BID No. 5014-05-0310-5000-0500-UCP-ML

Item	Description	Unit	Quantity	Saenz Utility Contractors		RDH Site & Concrete, LLC		United Contracting, Inc	
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
	Sanitary Sewer Improvements								
1	12" P.V.C. SDR-26 (12.5' - 13.5')	LF	1,800	53.50	96,300.00	38.88	69,984.00	50.55	90,990.00
2	8" P.V.C. SDR-26 (4.0' - 9.0')	LF	2,300	43.75	100,625.00	35.00	80,500.00	37.80	86,940.00
3	Manhole	EA	11	3,140.79	34,548.69	4,000.00	44,000.00	3,725.00	40,975.00
4	Manhole with Drop Structure	EA	2	3,716.86	7,433.72	4,500.00	9,000.00	5,750.00	11,500.00
5	4" Service Connection	EA	51	3,595.50	183,370.50	392.15	19,999.65	525.00	26,775.00
6	Trench Safety Protection	LF	4,100	1.00	4,100.00	1.00	4,100.00	2.55	10,455.00
7	Cut & Repair Asphalt for services	EA	23	750.00	17,250.00	450.00	10,350.00	1,625.00	37,375.00
8	Remove & Replace Mailbox Cluster	EA	1	825.25	825.25	100.00	100.00	2,850.00	2,850.00
9	Cut & Repair Caliche/Gravel Driveways	EA	7	580.25	4,061.75	600.00	4,200.00	820.00	5,740.00
10	Cut & Repair Asphalt Driveways	EA	14	700.00	9,800.00	550.00	7,700.00	1,110.00	15,540.00
11	Cut & Repair Concrete Driveways	EA	14	2,500.00	35,000.00	1,000.00	14,000.00	1,455.00	20,370.00
12	Cut & Repair Roadway	EA	2	650.25	1,300.50	7,500.00	15,000.00	3,445.00	6,890.00
13	Remove 18" Cap	EA	1	650.00	650.00	800.00	800.00	2,000.00	2,000.00
14	Traffic Control	LS	1	12,500.00	12,500.00	4,000.00	4,000.00	27,500.00	27,500.00
15	Remove & Reinstall culvert and S.E.T.	Ea.	2	3,500.00	7,000.00	2,000.00	4,000.00	2,750.00	5,500.00
16	Regrade Roadside Ditch	LF	1,750	5.50	9,625.00	4.00	7,000.00	4.00	7,000.00
17	Remove & Install New Driveway Pipes	Ea.	14	450.00	6,300.00	300.00	4,200.00	45.00	630.00
	(Pipe 15" PVC to be supplied by City)								
				Total:	$ 530,690.41		$ 298,933.65		$ 399,030.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ☆ Land Surveyors

Project Name: City of Alamo Country Living Estates
Sanitary Sewer Improvements
Owner: Hidalgo County Urban County Program
Bid Opening: Wednesday, September 2, 2015 @ 9:30 a.m.
@ Hidalgo County Purchasing Dept.

Bid Tabulation Sheet
Page 1 of 3

BID No. 5014-05-0310-5000-0500-UCP-ML

Item	Description	Unit	Quantity	Jimmy Closner & Sons		Pega JPS Utilities, LLC		The 5125 Company	
				Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
	Sanitary Sewer Improvements								
1	12" P.V.C. SDR-26 (12.5' - 13.5')	LF	1,800	55.00	99,000.00	55.00	99,000.00	45.00	81,000.00
2	8" P.V.C. SDR-26 (4.0' - 9.0')	LF	2,300	25.00	57,500.00	25.00	57,500.00	25.00	57,500.00
3	Manhole	EA	11	3,100.00	34,100.00	3,995.00	43,945.00	3,300.00	36,300.00
4	Manhole with Drop Structure	EA	2	7,500.00	15,000.00	3,850.00	7,700.00	4,000.00	8,000.00
5	4" Service Connection	EA	51	600.00	30,600.00	550.00	28,050.00	500.00	25,500.00
6	Trench Safety Protection	LF	4,100	1.00	4,100.00	2.00	8,200.00	1.00	4,100.00
7	Cut & Repair Asphalt for services	EA	23	600.00	13,800.00	1,400.00	32,200.00	500.00	11,500.00
8	Remove & Replace Mailbox Cluster	EA	1	1,800.00	1,800.00	1,000.00	1,000.00	788.00	788.00
9	Cut & Repair Caliche/Gravel Driveways	EA	7	450.00	3,150.00	350.00	2,450.00	400.00	2,800.00
10	Cut & Repair Asphalt Driveways	EA	14	700.00	9,800.00	950.00	13,300.00	1,500.00	21,000.00
11	Cut & Repair Concrete Driveways	EA	14	1,800.00	25,200.00	1,500.00	21,000.00	2,000.00	28,000.00
12	Cut & Repair Roadway	EA	2	1,000.00	2,000.00	2,950.00	5,900.00	1,700.00	3,400.00
13	Remove 18" Cap	EA	1	500.00	500.00	2,500.00	2,500.00	500.00	500.00
14	Traffic Control	LS	1	5,500.00	5,500.00	5,000.00	5,000.00	2,500.00	2,500.00
15	Remove & Reinstall culvert and S.E.T.	Ea.	2	1,600.00	3,200.00	2,950.00	5,900.00	1,000.00	2,000.00
16	Regrade Roadside Ditch	LF	1,750	3.00	5,250.00	3.00	5,250.00	2.00	3,500.00
17	Remove & Install New Driveway Pipes	Ea.	14	500.00	7,000.00	1,000.00	14,000.00	750.00	10,500.00
	(Pipe 15" PVC to be supplied by City)								
				Total:	$ 317,500.00		$ 352,895.00		$ 298,888.00

Hidalgo County Urban County Program
City of Alamo
Country Living Estates
Sanitary Sewer Improvements
Bid No.: 5014-05-0310-5000-0500-UCP-ML

BIDDER	TOTAL PRICE	BID BOND
1. GO Underground, LLC	$ 290,285.00	✓
2. The 5125 Company	$ 298,888.00	✓
3. RDH Site & Concrete, LLC	$ 298,933.65	✓
4. Jimmy Closner & Sons Const. Co., Inc.	$ 317,500.00	✓
5. PEGA JPS Utilities, LLC	352,895.00	✓
6. United Contracting,Inc	$ 399,030.00	✓
7. VG Vanguard Engineering	$ 486.250.00	X BID BOND NOT INCLUDED
8. Saenz Utility Contractor, LLC	$ 530,690.41	✓

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: September 02, 2015	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "City of Alamo-Country Living Estates Sanitary Sewer Collection Improvements"

BID NO.: 5014-05-0310-5000-0500-UCP-MI	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM #1	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Jimmy Closner & Sons Construction Co., Inc.	ACKNOWLEDGED	$317,500.00	BID BOND INCLUDED
#2	PEGA JPS Utilities, LLC	ACKNOWLEDGED	$352,895.00	BID BOND INCLUDED
#3	The 5125 Company	ACKNOWLEDGED	$298,888.00	BID BOND INCLUDED
#4	Saenz Utility Contractors, LLC	ACKNOWLEDGED	$530,690.41	BID BOND INCLUDED
#5	RDH Site and Concrete	ACKNOWLEDGED	$298,950.00	BID BOND INCLUDED
#6	United Contracting	ACKNOWLEDGED	$399,030.00	BID BOND INCLUDED
#7	GO Underground, LLC	ACKNOWLEDGED	$290,285.00	BID BOND INCLUDED
#8	VG Vanguard Engineering, LLC	ACKNOWLEDGED	$486,250.00	BID BOND NOT INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

THE 5125 COMPANY

MBE WBE HUB CERTIFIED UTILITY CONTRACTOR
Fire Sprinkler - Underground Registration No. SCR-U-1948836

1008 Doherty
Mission, TX 78572

Office: (956) 583-5125
Fax: (956) 585-1633
E-mail: pe5125@aol.com

September 9, 2015

Monica Leal
UCP Program Coordinator
Hidalgo County Urban County Program
427 East Duranta, Ste 107
Alamo, Texas 78516

Re: Section 3 Certified Preference
Hidalgo County Urban County Program-City of Alamo
Country Living Estates Sanitary Sewer Improvements
Bid No. 5014-05-0310-5000-0500-UCP-ML

Dear Ms. Monica Leal,

Please consider this formal notice that The 5125 Company agrees to match the lowest bidder amount of $290,285.00.

Thank you for your consideration. Please feel free to call with any questions or concerns. We look forward to working with you.

Respectfully,

Pat Espericueta, President

Serving you is our Business!!!

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ☆ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ☆ Subdivisions ☆ Surveys

September 3, 2015

The 5125 Company
Attn: Pat Espericueta, President
1008 Doherty
Mission, TX 78572

Re: Section 3 Certified Preference
Hidalgo County Urban County Program-City of Alamo Country Living Estates Sanitary Sewer Improvements
Bid No. 5014-05-0310-5000-0500-UCP-ML

Ms. Espericueta,

A bid opening was held on September 2, 2015, where eight bids were received for the "Hidalgo County Urban County Program-City of Alamo Country Living Estates Sanitary Sewer Improvements.

After the review of the Bid Tabulations, Quintanilla, Headley & Assoc. Inc. has confirmed that GO Underground LLC is the lowest bidder in the amount of $290,285.00. Urban County has reviewed all bids submitted and The 5125 Company is currently Section 3 Certified as per 24 CFR Part 135. The 5125 Company will now have preference in matching the lowest bidder's amount ($290,285.00) for this project.

Please check one of the following:

_✓_ The 5125 Company AGREES to match lowest bidder amount of $290,285.00
_____ The 5125 Company DOES NOT agree to match lowest bidder of $290,285.00

Please feel free to call Quintanilla, Headley & Associates, Inc (956) 381-6480. If you have any questions, or would like to discuss this matter.

Sincerely,

Eulalio Ramirez, P.E.

Cc: Ms. Monica Leal, Urban County Program, Program Coordinator
Luciano Ozuna, City of Alamo, City Manager

124 E. Stubbs, Edinburg, TX 78539 ☆ Phone 956/381-6480 ☆ Fax 956/381-0527 ☆ Email: office@qhaengineering.com ☆ www.qhaengineering.com

CONSTRUCTION CONTRACT

This Agreement entered into this **13th day of October 2015** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **The 5125 Company (a corporation)** (a partnership) (an individual) of **Mission** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:

PROJECT NAME:	**City of Alamo – Country living Estates**
PROJECT No.:	**5014-05-0310-5000-0500-UCP-ML**
PROJECT DESCRIPTION:	**Sanitary Sewer Collection Improvements**

hereinafter called the project, for the sum of **($290,285.00) Two hundred ninety thousand two hundred and eight-five dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.** and as enumerated in Paragraph 1 of the Supplemental 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 a written "Notice to Proceed" of the OWNER and to fully complete the project within **180** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($300.00) three hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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 Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

Pat Espericueta, President

Name of Firm: The 5125 Company

Address: 1008 Doherty
Mission, TX 78572

Federal I.D./S.S.: 74-2507983

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____, 2015,

by _____, _____ of and on behalf of _____.
(name) (title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

Client#: 53337 5125CO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Nitsche Group-Waco 143 East Austin Giddings, TX 78942	CONTACT NAME: PHONE (A/C, No, Ext): 979 968-6494 FAX (A/C, No): E-MAIL ADDRESS:
INSURED The 5125 Company 1008 Doherty Ave. Mission, TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: United Fire Lloyds — 43559 INSURER B: Texas Mutual Insurance Company — 22945 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			85319998	11/01/2014	11/01/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X PD Ded:5,000						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			85319998	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			85319998	11/01/2014	11/01/2015	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TSF0001142644	03/17/2015	03/17/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: City of Alamo Country Living Estates Sanitary Sewer Improvements
Bid No. 5014-05-0310-5000-0500-UCP-ML

As per policy provision, Hidalgo County / Urban County Program and Quintanilla, Headley & Associates are listed as additional insured in regard to the auto and general liability policies as provided by blanket (See Attached Descriptions)

CERTIFICATE HOLDER

Hidalgo County / Urban County Program
427 E. Duranta, Ste. 107
Alamo, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.J. Nitsche

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DESCRIPTIONS (Continued from Page 1)

additional insured endorsement when required by written contract. A blanket waiver of subrogation endorsement is provided to the Certificate Holder in regard to the auto, general liability and workers compensation policies as per policy provision when required by written contract.

AI-51499 **Urban County** **12. D.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Mercedes is requesting authority to purchase chairs for the Mercedes Recreational Center computer room. Purchase will be made from Hertz Furniture (contract # 414-12) through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $2,095.28, utilizing FY 27 (2014) City of Mercedes and Precinct No. 1 Public Service (General) - Mercedes Recreational Center funds.

BACKGROUND

The chairs will be utilized at the Mercedes Recreational Center computer station. See attached quote.

Vendor: **Hertz Furniture**
Purchase Amount: **$2095.28**
Funds Available: $ 906.93 FY 27 (2014) P.S. (General) - Precinct No. 1
$8,640.62 FY 27 (2014) P.S. (General) - City of Mercedes
Total Funds: **$9547.55** Mercedes Recreational Center funds

Fiscal Impact

Attachments

Mercedes Recreational Center authority to purchase

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/23/2015 04:35 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Olga Lerma		Started On: 09/23/2015 09:04 AM
Final Approval Date: 10/09/2015		

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name Of Cooperative: BuyBoard
Name: Hertz Furniture

Person Contacted: Julie Wiles
Contract #: 414-12
Phone: 1-888-591-1098 x 1310

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Total Amount
1	Deluxe Posture Chair	30	73.60	56.70	1,701.00
2					0.00
3					0.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14					0.00
15					0.00
16					0.00
17					0.00
18					0.00
19					0.00
20					0.00
21					0.00
22					0.00
23	**Texas Buy Board Contract #(414-12)**				
24					
25					
26					
27	**SHIPPING AND HANDLING**				394.28
				TOTAL	**2,095.28**

Recommendation The City recommends purchase of the chairs for the computer room from Hertz Furniture for the Mercedes Recreation Center. We look forward to a favorable response and approval.

Requested By: Olga Rosas 09/16/2015 **UCP Deputy** 9-21-15
(USE BLUE INK) Date (USE BLUE INK) Date

RECEIVED
SEP 17 2015
URBAN COUNTY PROGRAM

Hertz Furniture
The School Furniture Experts

Quote#: 569523
Quote Date: September 1, 2015

Quote

Thank you for allowing Hertz to quote your furniture. This quote is valid for 30 days.
When you are ready to place your order, please sign the final page and return this entire document to me.
Please let me know if you have any questions.

Please note: Hertz Furniture will be closed on September 14th and 15th for religious observances. Orders submitted after 12:00pm (Eastern) on September 11th will be processed when we reopen on September 16th.

Quote for delivery to:

City of Mercedes
Olga Rosas
400 S Ohio Ave
MERCEDES, TX 78570

Questions? Please Contact...

TX Client Relationship Manager

Julie Wiles
julie@hertzfurniture.com
888-591-1098 x1310

Client Relationship Associate

Yvonne Mino
yvonne@hertzfurniture.com
ext. 1154

Quote Details

Qty. 30
Deluxe Posture Chair ($56.70/unit)
Model #BOC-315 **$1,701.00**
Upholstery Color: Black

Notes:

Inside Delivery Charge	**$394.28**
Pricing Per Contract 414-12 **List $73.60 less 23%=56.70**	**$0.00**

Quote billing address:

Urban County Program
427 E Duranta, Ste 107
Alamo, TX 78516
9567878127

Subtotal:	$2,095.28
Taxes:	$0.00
Total:	**$2,095.28**

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Hertz Furniture
The School Furniture Experts

Quote#: 569523
Quote Date: September 1, 2015

Terms and Conditions

1. Steps to take at time of delivery to protect against loss or damage.
    a. Verify count - make sure you are receiving as many cartons as are listed on the carrier's delivery receipt. If there is a discrepancy, note it on the receipt and have the driver note it on your copy.
    b. Examine Each Carton For Damage - note visible damage on the carrier's delivery receipt. Be specific, e.g., 'cartons crushed', or 'carton has a hole in it'. If cartons are severely damaged, do not accept shipment.
    c. Open Damaged Cartons Immediately - and inspect with the driver. All concealed damage must be noted on carrier's delivery receipt and on your copy. Retain your copy and advise Hertz Furniture immediately. You have the right to accept a partial shipment and refuse damaged items.
    d. Immediately After Delivery - open all cartons and inspect for concealed damage. Hertz Furniture will only accept responsibility if cartons are opened and a claim is made within 3 days of delivery.
2. Steps to take when visible or concealed damage is discovered
    a. Retain Damaged Items - at the point of delivery along with all packaging material until Carrier Inspection.
    b. Report Concealed Damage to Hertz Furniture Immediately - all claims must be made within 3 days of delivery.
    c. Document All Correspondence in Writing - and provide pictures of of damaged containers and merchandise.
3. Steps to take when carrier inspects damaged items
    a. Carefully Read the Inspection Report Before Signing It - if you do do not agree with facts or conclusions made by the inspector, do not sign it.
    b. Forward Your Copy of the Inspection Report to Hertz Furniture - a freight claim will be filed on your behalf. If we are notified within 10 days of delivery and all criteria are met, Hertz Furniture will process a no-charge replacement order for you.
    c. Retain Damaged Merchandise in Original Cartons - Hertz Furniture will advise you of the disposition of the damaged item when the claim is settled. You must make the item available for salvage pickup.
4. Payment
    a. If you have an open invoice with Hertz Furniture, payment is due 30 days after the date of invoice.
    b. You are required to pay for products received but not for those on backorder.
    c. Delinquent accounts are subject to a 1.5% monthly interest fee plus legal and collection fees.
    d. Jurisdiction for all legal issues will be the court system of the State of New Jersey.
5. Returns
    a. No returns will be accepted without written consent from Hertz Furniture's Customer Service Department. Restocking and return freight charges may apply.

We do our best to make sure that your order is correct. Please review this order to confirm that the model #, color, quantity, size and price are correct. If all the information is accurate, please sign and return to me by email or fax to 800-842-9290.
If there is a discrepancy, please call me so that we may correct the error and process your order.

I have read and understand the terms and conditions listed above.

Sign:_____ Name:_____

Date:_____

Alt Phone # (Mobile or work) _____

Version 2011.1.6.11

© 2015 Hertz Furniture. All Rights Reserved.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Hertz Furniture Systems[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pr
Hertz Furniture Systems	50% Discount Off Global Casegoods pricelist for Filing Cabinets	
Hertz Furniture Systems	50% Discount Off Global Case Goods pricelist for Office Furniture	
Hertz Furniture Systems	49% Discount Off Randal Instrument Storage pricelist for School Furniture	P
Hertz Furniture Systems	48% Discount Off United Chair pricelist for Office Furniture	P
Hertz Furniture Systems	48% Discount Off Oklahoma Sound pricelist for School Furniture	P
Hertz Furniture Systems	47% Discount Off NPS pricelist for School Furniture	P
Hertz Furniture Systems	47% Discount Off NPS pricelist for Church & Religious Furniture	P
Hertz Furniture Systems	47% Discount Off Best Rite IWB pricelist for School Furniture	P
Hertz Furniture Systems	47% Discount Off AmTab General Line pricelist for School Furniture	P
Hertz Furniture Systems	45% Discount Off DWI-Shain pricelist for Science Furniture	P
Hertz Furniture Systems	45% Discount Off Diversified Woodcrafts pricelist for Science Furniture	
Hertz Furniture Systems	44% Discount Off Aarco Products pricelist for School Furniture	P
Hertz Furniture Systems	43% Discount Off AmTab Ez Risers pricelist for School Furniture	P
Hertz Furniture Systems	40% Discount Off AmTab Mobile Tables pricelist for School Furniture	P
Hertz Furniture Systems	31% Discount Off Wood Designs pricelist for School Furniture	P
Hertz Furniture Systems	23% Discount Off Joy Carpets' pricelist for School Furniture	P
Hertz Furniture Systems	23% Discount Off Hertz pricelist for School Furniture	P
Hertz Furniture Systems	23% Discount Off Hertz pricelist for Office Furniture	P
Hertz Furniture Systems	23% Discount Off Hertz pricelist for All Other Furniture	P

Extended Product Information

Reference Number: 414-12
Vendor Website: http://www.hertzfurniture.com
Full Description: 23% Discount Off Hertz pricelist for All Other Furniture

Hertz Furniture Systems	22% Discount Off Waddell pricelist for School Furniture	P
Hertz Furniture Systems	2% Discount Off Kidstuff pricelist for School Furniture	P

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Contract Information

Back

Vendor Name:	Hertz Furniture Systems
Address:	170 Williams Drive, Ste 201
	Ramsey, NJ 07446
Phone Number:	(800) 526-4677
Email:	bids@hertzfurniture.com
Website:	http://www.hertzfurniture.com
Federal ID:	22-3795977
Contact:	David Azer
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Furniture - School, Office, Science, Library & Dormitory
Contract#:	414-12
Effective Date:	04/01/2013
Expiration Date:	03/31/2016
Payment Terms:	Net 30 days
Delivery Days:	45
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Shipping Point
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	414-12
Return Policy:	Call 888-793-4999
Additional Dealers:	Hertz Furniture, Bellaire TX; Beck Total Office, Las Cruces, NM

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Gmail by Google

Olga Rosas <orosas@cityofmercedes.com>

Hertz Furniture Quote #569523 for City of Mercedes

Monica Leal <monica.leal@co.hidalgo.tx.us> Fri, Sep 11, 2015 at 11:47 AM

To: Olga Rosas <orosas@cityofmercedes.com>

Good morning Olga,

Please see email from Buyboard below. Thanks!

Monica Leal

From: "Connie Burkett" <Connie.Burkett@tasb.org>
To: "monica.leal@co.hidalgo.tx.us" <monica.leal@co.hidalgo.tx.us>
Sent: Friday, September 11, 2015 11:41:04 AM
Subject: FW: Hertz Furniture Quote #569523 for City of Mercedes

Hi Monica!

Perfect!

The quote ***is in compliance*** with the vendor's award under BuyBoard Contract 414-12.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator

BuyBoard / TASB

12007 Research Blvd

Austin TX 78759

Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

NewBuyBoardCoop
PurchaseWht

AI-51606 **Urban County** **12. E.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Diana Serna, URBAN COUNTY **Submitted By:** Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting a **waiver** to the CDBG Policy regarding the forfeiture of funds for program year 2015-2016 and requests that the Court allow the forfeited funds to remain in each City's Workplan rather than reprogramming the funds to the Precinct in which the City is located as outlined in the CDBG policy.

BACKGROUND

The waiver is necessary to ensure the successful completion of ongoing projects. There is a total of four cities that did not meet the deadline for submittal of Audits (June 30, 2015) and have requested consideration from their respective Precincts to continue with the approved work plans for FY 28 (2015).

Cities Requesting Waiver:

- Edcouch
- Elsa
- Hidalgo
- Peñitas

Fiscal Impact

Attachments

CDBG Program Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2015 01:45 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Sandra Regalado Started On: 09/30/2015 10:23 AM
Final Approval Date: 10/09/2015

Urban County Program

Community Development Block Grant Program Policy

PURPOSE:

The purpose of this Policy is to clearly outline the manner and method in which activities under the auspices of the Community Development Block Grant Program are developed, initiated and administered by the Urban County Program. It will further define expected timelines to be met and identify areas of responsibility for both the UCP Program staff and City staff participating in the program.

ACTION PLAN DEVELOPMENT

WORKSHOPS:

A workshop shall be scheduled with participating cities under the UCP umbrella each year as part of the Action Plans formulation. This workshop shall be conducted during the first week of September or as determined feasible by UCP administration. Attendance is mandatory for City representatives responsible for their respective City's workplan submission. Notice of said workshop shall be issued by the office of the UCP Director or Deputy Director and shall specify the date, time and location of the workshop.

- Should be held first week of September.
- Mandatory – Designated Representative from City/Precinct
    - And on additional/substitute to attend Orientation Workshop.
- Director/Deputy Director, Must send out Notice of Workshop (time, date, location)

ANNUAL WORK PLAN:

Formulation of each city/precinct workplan must be developed according to the process outline in the County Citizen Participation Plan.

- Must follow the Citizen Participation Plan regarding:
    - Public Hearings
        - 72 Hours Public Notice

- Must be held after 6:00 p.m.
- Must publish in the Monitor, or City Newspaper of Choice
    - (a letter requesting approval is submitted prior to ad placement if a City Newspaper is selected)
- Post Public Hearing Notice at City Hall
- TWO (2) Public Hearings are necessary, at least one to be held before the City Council/Commission.
    - Needs Assessment - Public Information (preferable after 6:00 P.M.)
    - In Audience of the City Council/Commission, during a city meeting to allow for comments from citizens regarding the proposed projects being considered.
    - The completed workplan must be approved by the City Council.

SUBMISSION OF WORKPLANS:

The submission of proposed city workplans must be performed in a timely manner according to the schedule herein identified. This is necessary in order to afford UCP staff adequate time to determine the proposed projects' eligibility.

- Complete Preliminary Work Plans are due at UCP administrative offices no later than November 15 of each year. The submitted workplans must be originals; no faxed copies shall be accepted.
    - Must include the following:
- Determination of eligibility documentation
- Projects site maps (USGS, City, Flood Zone)
- Project site photos
- A complete work plan project sheet.(missing information or blank shall be deemed to be an incomplete submission)
- A completed Sub-recipient Questionnaire for all proposed sub-recipient funding.

Failure of any city to submit its preliminary workplan by the November 15 deadline will result in the City's forfeiture of that year's allocation. In this event, the City's allocation shall be added to the **URBAN COUNTY PROGRAM RECAPTURED/FORFEITURE POOL.***

The City's proposed projects shall be funded and administered utilizing UCP staff.*

The cities' whose funds have be added the **URBAN COUNTY PROGRAM RECAPTURED/ FORFEITURE POOL** will be required to submit quarterly reports outlining the proposed schedule for the use of funds. If the city fails to submit the reports or fails to commit the funds within six (6) months after the start of the fiscal year, the funds will be presented to Commissioners' Court for reallocation to the precinct in which the city is located. These funds will remain under the **URBAN COUNTY PROGRAM RECAPTURED/FORFEITURE POOL.***

The city will not be allowed to draw administrative staff costs. Only administrative cost for public hearing announcements shall be allowed.

Work Plan Reviews:

- The assigned UCP Coordinator shall review the City's proposed workplan to determine completeness and eligibility according to established HUD guidelines.
- Coordinator will meet with city/precinct representative to discuss any necessary changes/corrections to be made prior to approval.
- Workplans requiring corrections will be returned to the city no later than January 20.
- Final, completed and corrected workplans are due at the UCP administrative office no later than February 28th of each year.

Approval of Work Plans

- City MUST take council action and approve final work plan.
- City MUST submit a complete copy to include:
  - Work Plan Project Sheets.
  - Maps (USGA, City, and Flood Zone)
  - Project photos
  - Certified Minutes- approved/ city secretary excerpts

INTERLOCAL AGREEMENTS

An Interlocal Agreement shall be executed each Fiscal Year with every City participating in the Urban County Program. The Hidalgo County Commissioners' Court must approve the Interlocal Agreement with each City.

- Send Interlocal agreement to City by May 1st of each year
- Return to UCP signed and approved by city council no later than June 7.
- UCP acquires Commissioner's Court approval between June 7 and July 1 of each year.
- UCP sends Interlocal to Hidalgo County Judge to Sign No Later than July 1.

REQUESTS FOR PAYMENT

The timely submission of request for payment is essential for the UCP to appropriately plan and produce budget forecasts.

Code Enforcement/Youth Programs and General Administration

- Must be turned in MONTHLY – on the 15th of each month for proceeding month
- Any request more than 30 days LATE will NOT be paid/reimbursed.
- UCP Coordinator must return incorrect or deficient payment requests to the appropriate entity submitting the request within three (3) working days in order for corrections to be made.
- Corrections for the prior month requests must be submitted no later than the 30th of the following month (15 days after initial submission).
- Memorandum Salary/Equipment MUST be signed in Original Form (BLUE INK)

Sub Recipients:

- Must be turned in MONTHLY – on the 15th of each month for proceeding month
- Any request more than 30 days LATE will NOT be paid/reimbursed.
- UCP Coordinator must return incorrect or deficient payment requests to the appropriate entity submitting the request within three (3) working days in order for corrections to be made.

- Corrections for the prior month request must be submitted no later than the 30th of the following month (15 days after initial submission).
- NO Signature will be required by City/Precinct on RFP Memorandum Salary/Equipment Form.
- Copy of RFP MUST be forwarded to City/Precinct for record management.
- Memorandum Salary/Equipment MUST be signed in Original Form (BLUE INK)

Contractors:

- Must be submitted on UCP form
- No later than any given TUESDAY at 5:00 P.M. in order for payment to be remitted by the Friday of the following week.
- Requires all signatures in ORIGINAL form. (BLUE INK)
- Must include back up.
- Must Follow-up with city/engineer for RFP to be forwarded to UCP in a timely manner

BUDGET/PROGRAM AMENDMENTS

Budget and Program amendments to the Action Plan must be kept to a minimum. This is necessary in order to ensure that planned activities submitted for funding are indeed high priority items that will have significant impact on quality of life issues for the respective community and to foster the timely expenditure of grant funds.

- Only TWO amendments maximum per program year. (July 1 thru June 30)
- One every six months.
- Utilize and follow the Citizen Participation Plan Requirements
- Only the UCP Director may authorize additional Budget and program amendments beyond the two allowed. Such action will be taken on a case-by-case basis.

AGENDA ITEMS

All agenda items requiring approval of the Hidalgo County Commissioner's Court must be submitted no later than twelve (12) days prior to the scheduled Court date. Commissioner's Court is usually held on each Tuesday; therefore, the agenda request must be submitted no later than the Thursday of two weeks

prior. This is necessary in order for the UCP Coordinator to review the agenda request and verify that the information submitted is complete. The UCP Coordinator must submit the agenda request to Administration by noon of the following Monday. This time period will allow for corrections or the submission of additional documentation as may be necessary. The following example depicts this requirement.

Month of May (Example Only)

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 Agenda request due at UCP	6	7
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
8	9 UCP Coordinator must submit request to admin by noon for approval	10 UCP submits requests to County Agenda Clerk	11	12	13	14
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
15	16	17 Commissioner's Court held	18	19	20	21

For agenda requests related to the awarding of a contract:

- Request MUST be in writing to UCP and include the following:
- Name of Firm/Contractor and Contract Amount
- Full Description of Scope of Services
- All Backup documentation to include:
    - Approved Minutes (city secretary certifying excerpts)
    - Complete Scope of Services from Engineer/Architect
    - Project Construction Cost Estimate from Engineer/Architect.

For agenda requests related to program and /or budget amendments:

- Request MUST be in writing to UCP and include the following:
- Must follow citizen participation plan in terms of public hearing requirements
- Must submit certified city council minutes authorizing approval of proposed change
- Must submit narrative outlining proposed change in the Action Plan

Contracts

All contracts, whether for professional services or construction, shall be procured according to the manner described in the County's Procurement Policy.

Construction contracts awarded with UCP funds must be submitted to the UCP according to the following:

- Four Original Sets (contractor, city, engineer/architect, UCP file).
- All Documents to be in Original Signatures (BLUE INK).
- Contract dollar amounts must be identified in the appropriate place.
- All Blanks Completely Filled out (Engineer/Architect Verification); items that are not applicable to the contract shall be identified as "N/A"
- Scope of Services must be attached and must clearly identify the work to be performed and the timeframe for its completion.
- All pertinent Federal requirements, notices and attachments must be included and made part of the contract document.

Professional Service Contracts must be submitted according to the following:

- Three sets of the approved contract, one of which must be an original. (city, architect/engineer, UCP- *original*)
- All documents must be completely filled out. Items that are not applicable to the agreement must be identified with "N/A"
- Contract dollar amounts must be identified in the appropriate place.
- Scope of services must be attached and must clearly identify the work to be performed and the timeframe for its completion.

BID ADVERTISEMENTS

- Request by City/Precinct in writing to UCP
- MUST include plans & specifications submitted at UCP office prior to ad placement.
- MUST include dates of publication and bid opening date.

AUDITS

Each City participating in the URBAN COUNTY PROGRAM shall submit their previous year's audit before June 30th of each year.*

*Changes to the URBAN COUNTY PROGRAM Community Development Block Grant Program Policy were approve by Commissioners' Court on February 16, 2010.

AI-51612 **Urban County** **12. F.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Hidalgo County Precinct No. 1, is requesting approval of a best and final negotiated contract in the amount of $43,415.64 with Raba Kistner, Inc. for geotechnical and construction material testing services for the Delta Area Connector/East Lateral Project (Phase I, II and III) funded by the General Land Office (GLO).

BACKGROUND

Raba Kistner has submitted a best and final offer for the required construction material testing services for the Delta Area Connector/ East Lateral Project which consists of geotechnical and construction material testing services. Raba Kistner was the highest ranked firm by Commissioner's Court on July 21, 2015. See attached contract, letter of best and final offer, scope of services, and certificate of liability insurance.

Geo-Tech Firm: Raba Kistner Consultants, Inc.
Contract Amount:$43,415.64

Phase I	$ 19,294.83
Phase II	$ 10,509.13
Phase III	$ 13,611.68

GLO Account Number: 6540-62-0309-5200-6200
Available Funds: $43,415.64

Fiscal Impact

Attachments

Backup
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/08/2015 09:04 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Sandra Regalado Started On: 09/30/2015 02:32 PM

Final Approval Date: 10/09/2015

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No. AM5D520
P.R. Avila II

Date: July 16, 2015
Deadline for Action: July 16, 2015
Department: *Urban County Program*

Meeting Date Request: July 21, 2015
Contact Person: Diana R. Serna
Phone: (956) 787-8127 Fax: (956) 318-2988

Diana R. Serna, UCP Director DRS

Caption:

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for **Construction Materials & Geo Technical Testing Services;**

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) Construction Materials & Geo Technical Testing Services firms from the County's approved "pool" as graded and evaluated by Precinct No. 1, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Delta Area Connector/ East Lateral Drainage project, Phase I, II and III.

Engineering Services	Grade	Ranked
Raba Kistner Consultants	87.33	1
Terracon Consulting & Engineering	82.67	2
PSI	81.00	3

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of Raba-Kistner for the provision of **Construction Materials & Geo Technical Testing Services** for the Precinct No.1 – Delta Area Connector/ East Lateral Drainage project, Phase I, II and III..

Background:

The three (3) Professional Engineering Services firms rated from the County's approved "pool" are: PSI, Raba Kistner Consultants and Terracon.

APPROVED
County Commissioners' Court
DATE: 7-21-15

Deputy Director _____ Finance _____

Please initial for approval:

Legal Counsel_____ Budget_____ Human Resources_____
Dept. /Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes_____No_____
Account code:_____Impact on Future budget: Yes_____No

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

RECEIVED
SEP 17 2015
URBAN COUNTY PROGRAM

RABA KISTNER CONSULTANTS

Proposal No. PMD15-085-00 (Revised)
September 15, 2015

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
TBPE Firm F-3257
TBPLS Firm 10193784

Mr. P.R. Avila II, Assistant Deputy Director
Hidalgo County – Urban County Program
427 E. Duranta Avenue
Alamo, Texas 78516

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. 1 GLO Flood & Drainage Improvements Project Known as the Delta Area Connector / East Lateral Project Phases I, II, and III
Hidalgo County, Texas

Dear Mr. Avila:

RABA KISTNER Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project. **RKCI is the Geotechnical Engineer of record for this project and would be a valuable team member during the construction of this project.**

Our opinion of probable cost of services for this project is as follows:

Phase I:	**$ 19,294.83**
Phase II:	**$ 10,509.13**
Phase III:	**$ 13,611.68**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications received via internet DropBox on Monday, August 3, 2015, from Mr. Oscar Cancino, P.E. with Dos Logistics, Inc., the civil engineering firm, and are without the aide of the general contractor's schedule. Please note that this proposal also reflects our understanding of the modification of the precast concrete type structures to the cast-in-place concrete type structures. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable within 30 days upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Jorge L. Perez
Supervisor, CME

JLP/KML

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

Attachments: Basic Charges
Project Data Sheet
Construction Materials Testing Unit Rates for Phases I, II, and III
Standard Terms and Conditions
Schedule of Fees

Copies submitted: Above (1)

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 46.75/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: Company Name: _____

Address: _____

_____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

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Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

No. Copies ( ) _____

_____

_____

Contact: _____ e-mail: _____

Phone No.: _____ Fax No.: _____

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase I
Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	5	$1,116.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	5	$407.50
3. Sieve Analysis -200	$55.00	each	4	$220.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	14	$668.50
6. Proof Rolling Observation	$47.75	hour	6	$286.50
7. Field Density Test - Roadway Crossings (Assume 12 Densities / Roadway Crossings)	$20.50	each	84	$1,722.00
8. Technician Time - Density Testing - Roadway	$47.75	hour	42	$2,005.50
9. Vehicle Travel Charge	$46.75	trip	28	$1,309.00
Subtotal				**$7,790.25**
Concrete for CIP Structures (Headwalls & Wingwalls)				
1. Concrete Compressive Strength Tests	$15.00	each	60	$900.00
2. Technician Time for Concrete Testing	$47.75	hour	36	$1,719.00
3. Air Content	$28.00	each	12	$336.00
4. Vehicle Travel Charge - Sampling	$46.75	trip	12	$561.00
5. Technician Time - Pick Up Specimens	$47.75	hour	12	$573.00
6. Vehicle Travel Charge - Pick Up	$46.75	trip	8	$374.00
Subtotal				**$4,463.00**
Asphalt: Resurface and Recontruction				
1. Asphaltic Concrete Laydown Observation	$57.25	hour	48	$2,748.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	6	$1,653.00
3. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	6	$606.00
4. Vehicle Travel Charge	$46.75	trip	6	$280.50
Subtotal				**$5,287.50**
Other:				
1. Overtime Technician Charge	$71.63	hour		
2. Project Administration(Markup of Invoiced Billing Cycle)	10%			$1,754.08
Subtotal				**$1,754.08**
			GRAND TOTAL	**$19,294.83**

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase II
Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	3	$669.75
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	3	$244.50
3. Sieve Analysis -200	$55.00	each	2	$110.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	8	$382.00
6. Proof Rolling Observation	$47.75	hour	6	$286.50
7. Field Density Test - Roadway Crossings (Assume 12 Densities / Roadway Crossings)	$20.50	each	36	$738.00
8. Technician Time - Density Testing - Roadway	$47.75	hour	18	$859.50
9. Vehicle Travel Charge	$46.75	trip	12	$561.00
Subtotal				**$3,906.25**
Concrete for CIP Structures (Headwalls & Wingwalls)				
1. Concrete Compressive Strength Tests	$15.00	each	45	$675.00
2. Technician Time for Concrete Testing	$47.75	hour	27	$1,289.25
3. Air Content	$28.00	each	9	$252.00
4. Vehicle Travel Charge - Sampling	$46.75	trip	9	$420.75
5. Technician Time - Pick Up Specimens	$47.75	hour	9	$429.75
6. Vehicle Travel Charge - Pick Up	$46.75	trip	6	$280.50
Subtotal				**$3,347.25**
Asphalt: Resurface and Recontruction				
1. Asphaltic Concrete Laydown Observation	$57.25	hour	18	$1,030.50
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	3	$826.50
3. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	3	$303.00
4. Vehicle Travel Charge	$46.75	trip	3	$140.25
Subtotal				**$2,300.25**
Other:				
1. Overtime Technician Charge	$71.63	hour		
2. Project Administration(Markup of Invoiced Billing Cycle)	10%			$955.38
Subtotal				**$955.38**
			GRAND TOTAL	**$10,509.13**

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. GLO Flood & Drainage Improvements Project Known as the
Delta Area Connector / East Lateral Project Phase III
Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$223.25	each	4	$893.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$81.50	each	4	$326.00
3. Sieve Analysis -200	$55.00	each	3	$165.00
4. Sieve Analysis - Flexible Base Material	$55.00	each	1	$55.00
5. Technician Time Sampling	$47.75	hour	9	$429.75
6. Proof Rolling Observation	$47.75	hour	4	$191.00
7. Field Density Test - Roadway Crossings (Assume 12 Densities / Roadway Crossings)	$20.50	each	48	$984.00
8. Technician Time - Density Testing - Roadway	$47.75	hour	24	$1,146.00
9. Vehicle Travel Charge	$46.75	trip	14	$654.50
Subtotal				**$4,844.25**
Concrete for CIP Structures (Headwalls & Wingwalls)				
1. Concrete Compressive Strength Tests	$15.00	each	60	$900.00
2. Technician Time for Concrete Testing	$47.75	hour	36	$1,719.00
3. Air Content	$28.00	each	12	$336.00
4. Vehicle Travel Charge - Sampling	$46.75	trip	12	$561.00
5. Technician Time - Pick Up Specimens	$47.75	hour	12	$573.00
6. Vehicle Travel Charge - Pick Up	$46.75	trip	8	$374.00
Subtotal				**$4,463.00**
Asphalt: Resurface and Recontruction				
1. Asphaltic Concrete Laydown Observation	$57.25	hour	24	$1,374.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$275.50	each	4	$1,102.00
3. Maximum Theoretical Specific Gravity of Asphalt	$101.00	each	4	$404.00
4. Vehicle Travel Charge	$46.75	trip	4	$187.00
Subtotal				**$3,067.00**
Other:				
1. Overtime Technician Charge	$71.63	hour		
2. Project Administration(Markup of Invoiced Billing Cycle)	10%			$1,237.43
Subtotal				**$1,237.43**
			GRAND TOTAL	**$13,611.68**

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. . RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.

4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.

8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK..

9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

14. **LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,**

15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, , revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.

20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.

21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.

23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.

24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.

25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

12F

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
Contract# _____

THIS AGREEMENT is made effective the _____day of _____, **2015** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **RABBA KISTNER, INC.** of McAllen, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM** (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. 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.

3. Term. This Agreement is for a period of **one (1) year**, effective _____ _____, **2015,** and will expire _____, **2016** 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" particularly described in Exhibit "D".

4. Compensation. As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. 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.

5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the 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.

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the 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.

7. 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.

8. 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.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to 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.

10. 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.

11. 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.

12. 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.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

14. 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.

15. 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.

16. 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.

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

18. Termination by County. If 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.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

22. Hold Harmless. In the event 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.

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the

attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County: Hidalgo County Urban County
Attn: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **RABBA KISTNER, INC.**
Attn: Isidoro Arjona, PE, PMP, Vice President
800 East Hackberry
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

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

28. Authority. The execution and performance of this Agreement by County and 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.

29. 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.

30. 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).

31. 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.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

By: _____
Diana R. Serna, UCP Director

ENGINEER:
RABBA KISTNER, INC.

By: _____

Printed Name Isidoro Arjona

Title: PE, PMP, Vice President

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015.

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 A-1	-Request for Qualifications (RFQ) Procurement Packet
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

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 C

-Engineer Contract Rates

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Engineer Services
Agreement # _____

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 Urban County Program, Diana Serna (Director) as to content and detail of this **Work Authorization No. ____ .**

HIDALGO COUNTY
URBAN COUNTY PROGRAM

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:

_____
By: Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY
URBAN COUNTY PROGRAM

_____
By: Diana Serna, Director

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
"GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, 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 URBAN COUNTY PROGRAM

BY:_____
Diana Serna, Director

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wortham Insurance & Risk Management 131 Interpark Blvd. San Antonio, TX 78216 www.worthaminsurance.com	CONTACT NAME: Cindy Rains PHONE (A/C, No, Ext): 210-249-2325 FAX (A/C, No): 210-223-2806 E-MAIL ADDRESS: cindy.rains@worthaminsurance.com
INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied World Assurance Company — 17934 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 26888606 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made Policy Form			03097073	7/18/2015	7/18/2016	$1,000,000 Each Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Hidalgo County Urban County Program GLO Contract #12-406-000-6453 / DRS210068 Delta Area Connector / East Lateral Drainage Project, Phase I, II and III

CERTIFICATE HOLDER

Dept 5410

Hidalgo County Urban County
427 East Duranta Ave, Suite 107
Alamo TX 78516

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 John L. Wortham & Son L.P.

John L. Wortham & Son, L.P.

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AGENCY CUSTOMER ID: 22RABAKCON

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Wortham Insurance & Risk Management		Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249
POLICY NUMBER		
03097073		
CARRIER	NAIC CODE	
Allied World Assurance Company	17934	EFFECTIVE DATE: 7/18/2015

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

HOLDER: Hidalgo County Urban County

ADDRESS: 427 East Duranta Ave, Suite 107 Alamo TX 78516

Additional Named Insureds:

Raba Kistner Consultants Inc
Raba Kistner Infrastructure Inc
Raba Kistner Environmental Inc
Raba Kistner Facilities Inc
Raba Ingenieros S. de R. L. de C. V.
PC Sports Inc

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ATTACHMENT

AI-51455 **Auditor's Office** **13. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2014

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/18/2015 04:10 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 09/18/2015 03:46 PM

Final Approval Date: 10/09/2015

AI-51585 **Planning Department** **14. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Discussion and Possible action to authorize a revision of Ranchitos Escondidos Phase I-A Subdivision Plat as per Texas Local Government Code 232.041

BACKGROUND

Fiscal Impact

Attachments

Public Notice-Revision of Ranchitos Escondidos Phase I-A

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	09/30/2015 10:08 AM
Glinda Pacheco	Glinda Pacheco	10/02/2015 01:57 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Irma Castillo		Started On: 09/28/2015 03:50 PM
Final Approval Date: 10/09/2015		

PUBLIC NOTICE

As per section 232.041 of the Texas Local Government Code (Revision of Plat), the Commissioners' Court of Hidalgo County Shall consider an application to revise the subdivision plat recorded as Ranchitos Escondidos Phase I-A recorded in Instrument Number 2603420 pages 1-6 of the Map records of Hidalgo County. The proposed revision is to reduce the minimum required front setback of 85.00 feet to 55.0 feet for lot 72, of said plat. Anyone interested in protesting the proposal may do so by voicing their concern at the regular meeting of Commissioners' Court on October 13, 2015, 9:30 a.m. at 415 W. University Drive, Edinburg, Hidalgo County, Texas. You may contact T.J. Arredondo, CFM, Director of Planning at (956) 318-2840 with any questions/comments or to request a copy of the plat.

AI-51748 **Precinct #2** **15. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Resolution in Honor of Bright Spots in Hispanic Education

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2015 08:22 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Julia Sullivan		Started On: 10/08/2015 04:50 PM
Final Approval Date: 10/09/2015		

RESOLUTION IN HONOR OF HIDALGO COUNTY BRIGHT SPOTS IN HISPANIC EDUCATION

WHEREAS, in commemoration of the White House Initiative on Educational Excellence for Hispanics 25th anniversary, over 230 programs, models, and organizations were selected as Bright Spots in Hispanic Education to highlight the tremendous progress Latinos are making in education; and

WHEREAS, on September 15, 2015 during the Hispanic Heritage Month celebration at the White House in Washington D.C. , the Bright Spots in Education were announced including three programs in Hidalgo County; and

WHEREAS, the White House Initiative on Educational Excellence for Hispanics was established in 1990 under the U.S. Department of Education. Today, nearly one in four students in our nation's public schools is a Hispanic youth and the Initiative recognizes that the future of our nation is closely connected to the future of our Hispanic communities; and

WHEREAS, Hidalgo County was well represented with three outstanding programs to receive the Bright Spot in Education recognition, the University of Texas-Rio Grande Valley for its Undergraduate Research Conference, the Early College High School Program at South Texas College, and Code the Town developed by the Mission Economic Development Corporation, Sylvan Learning RGV and Border Kids Code; and

WHEREAS, the White House Initiative on Educational Excellence for Hispanics seeks to leverage these Bright Spots to encourage collaboration between stakeholders focused on similar issues in sharing data-driven approaches, promising practices, peer advice, and effective partnerships, ultimately resulting in increased support for the educational attainment of the Hispanic community, from cradle-to-career.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court recognizes the Hidalgo County Bright Spots in Hispanic Education for leading the efforts to support and increase the educational attainment of the Hispanic community.

Approved this 13th day of October 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-51719 **Precinct #2** **15. B.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Eddie Cantu, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Request by Doctors Hospital at Renaissance Vision Care Center to utilize the Pct. 2 Administration Parking lot to host a "Mobile Vision Clinic" on Thursday, Oct. 22, 2015.

BACKGROUND

Fiscal Impact

Attachments

letter
Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/08/2015 11:03 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: agarcia		Started On: 10/08/2015 10:53 AM
Final Approval Date: 10/09/2015		

THE VISION CARE CENTER AT RENAISSANCE
Doctors Hospital at Renaissance Health System
Screening | Prevention | Education

5525 Doctors Drive
Edinburg, TX 78539
Phone: (956) 362-2076
Fax: (956) 362-2084

To whom it may Concern,

The Vision Care Center at Renaissance and the Pharr WIC clinic are working together to bring Vision services to the community of Pharr. Our mobile vision clinic is scheduled for October 22nd and we are open to the public for vision exams.

The WIC clinic does not have the space to park our mobile clinic so I am respectfully asking permission to park the clinic in the Hidalgo County parking lot. I have attached a resume for our Mobile clinic explaining our services.

Thank You

Julie Rouillier
Office Manager
Doctors Hospital at Renaissance
5501 S. MCCOLL RD. EDINBURG, TX 78539
www.dhr-rgv.com • (956) DOCTORS

About Our Optometric Practice

Practice Goal:

Screening/Prevention/Education

"Improving the Valley's vision one patient at a time."

Practice Settings:

1. On-site Practice at 5525 Doctors Drive, Edinburg, TX 78539
2. Mobile Clinic– A Mobile Unit that may be reserved by an approved organization.

This clinic will go to a pre-determined destination where patients have been notified and have been pre-appointed to receive vision exams.

About our Doctor:

Dr. Guadalupe A. Flores is a therapeutic optometrist and glaucoma specialist. She has been in practice since 2000. She is bilingual in Spanish and genuinely cares about her patients.

About our Employees:

Certified Medical Assistants with certifications in vision screening

All of our employees have passed a criminal background check and TB Test.

About our mobile practice:

We have served Head Start, WIC, Boys and Girls Club, Mission School district

MYRON STEVES

IRONSHORE
your safe harbour

Date: 9/03/2015

Insured Name: Doctors Hospital at Renaissance, Ltd.
Proposal for: Healthcare Professional Liability – Excess
Policy Term: 10/1/2015- 10/1/2016

Producer: Myron Steves Healthcare Solutions; Houston, TX
Broker Contact: Becky Thomson Tirey / 713-351-8259 (P) / rtirey@myronsteves.com

Excess Limit of Liability: *Defense Expenses are:*

☑ Within the Limit of Liability
☐ In Addition to the Limit of Liability

Per Claim Limit: $ 10,000,000
Aggregate Limit: $ 20,000,000
Retroactive Date: 10/1/2007
***Dual Towers:**
- **Tower I: PL**
- **Tower II: GL, AL, & EBL**

Total Underlying Limits of Liability: *(Exclusive of primary self-insured retention)*

Per Claim Limit: $ N/A
Aggregate Limit: $ N/A
Underlying Coverages: PL/GL/EBL: Per SIR
Auto: 2M CSL

Self-Insured Retention:

PL Per Claim: $ 3,000,000
PL Aggregate: $ 6,000,000*

GL Per Claim: $ 3,000,000
GL Aggregate: $ 6,000,000*

EBL Per Claim: $3,000,000
EBL Aggregaate: $6,000,000*
*shared aggregate

Policy Premium: $ 1,100,000

$1,100,000.00 Premium
$ 53,350.00 Surplus Lines Tax
$ 660.00 Stamping Fee
$1,154,010.00 Total Premium Due

Policy Form: HPL.040 (6.08 ed.) HPL Lead Excess & Umbrella Policy (DWL)

Issuing Company:	Ironshore Specialty Insurance Company - rated A by A.M. Best	
Endorsement:	HPL.END.162 (3.14 ed.)	Additional Coverage Endorsement (50K/50K 5K retention; 25K for Defense Expense Reimbursement; 25K for Gov Billing 350K max agg)
	HPL.062 (9.08 ed.)	Charitable Services Coverage (1M/1M no retention)
	HPL.088 (7.10 ed)	Amend Definition of "Named Insured" to Include Additional Entities with Separate Retroactive Dates (per schedule)
	HPL.079 (2.10 ed)	Claims Made General Liability Coverage - Lead Excess and Umbrella
	HPL.086 (6.10 ed.)	Managed Care Coverage
	HPL.080 (3.10 ed.)	Amend Defiintion of Medical Services to include Clinical Trials
	HPL.069 (3.09 ed.)	Notice of Claim or Circumstance to RM department
	HPL.002 (7.08 ed.)	Exclude Coverage for Employed Medical Practioners
	HPL.END.201 (11.14 ed.)	Ebola Expense Reimbursement
	OFAC.END.001(11.14 ed.)	OFAC Compliance Notice
	HPL.END.208 (5.15 ed.)	Emerging Infectious Disease Business Interruption (if chosen)
	HPL.END.210 (7.15 ed.)	Clarify Unauthorized Personal Information Disclosure Exclusion

Contingencies: *With the exception of underlying policies, the following contingencies must be received prior to binding, unless otherwise noted. IronHealth reserves the right to alter, amend or void coverage until all outstanding contingencies are received, reviewed and accepted.*

- Copies of underlying binders for all coverages provided
- Copies of underlying policies for all coverages provided
- Claim description on open claim - Schruz

Quote Expiration Date: 10/1/2015

Risk Management Budget: $25,000

- IronHealth provides "Risk Management dollars" for insureds to be allocated toward the purchase of risk management products and services from the providers of their choice. To help stretch those dollars, IronHealth actively establishes partnerships with leading Healthcare Risk Management providers to secure access to quality programs, many at discounted pricing.
- While specific to the partner involved, risk management services available range from provider and staff education, to software solutions for event reporting and response, policy resources and risk assessment capabilities.
- Our preferred partners include:
  - ASHRM
    http://www.ashrm.org/ashrm/connections/advertise/ironhealth.shtml
  - ECRI Institute
    https://www.ecri.org/Products/Pages/IronHealth.aspx
  - MRM Group
    http://www.mrmgroup.com/ironhealth
  - RL Solutions
    http://www.rlsolutions.com
  - Reputation Partners
    http://www.reputationpartners.com/expertise/issues-crisis-management
  - The Sullivan Group
    http://www.thesullivangroup.com/RSQSolutions

Healthcare IT

- Healthcare IT dollars may be applied to data analytical resources directly related to quality and performance initiatives.

Clinical Risk Management

- Primary & Lead Excess Insured Benefit

- Two hours of clinical risk management service provided by Western Litigation
  - Risk Hot Line: 844-569-3741
  - Risk Email Address: GB.WLI.IronshoreRisk@westernlitigation.com

Webinars

- In 2015, IronHealth, in conjunction with Pamela L. Popp, EVP/Chief Risk Officer of Western Litigation, Inc. will host three webinars which will focus security, crisis and reputational risk management, and clinical quality metrics.
- IronHealth insureds are also invited to participate in Western Litigations' client webinar series ERM: Empowering the Risk Manager series.
- The webinar schedule and details may be found here:
  - http://www.westernlitigation.com/ironshore

➢ ***Material Change:***

- If between the Quotation Date and the Effective Date of this proposal of insurance, there is a material change in the condition of the Applicant or if any notice of claim or circumstance giving rise to a claim is reported prior to the effective date of the proposed insurance contract, then the Applicant must notify the Producer. The Producer as the representative of the Applicant must then notify Ironshore and provide Ironshore with all the information it may require. Whether or not this quotation has already been accepted by the Applicant, Ironshore reserves the right to rescind the quotation as of its effective date or to modify the final terms and conditions of the quotation upon review of the information.

➢ **Miscellaneous:**

- No Minimum Earned Premium
- Terrorism coverage is available as quoted on the attached TRIA letter below. The TRIA premium will be added to the Insured's quoted coverage premium unless coverage is rejected by signing the attached rejection form.
- *Please Note: In the event that any layer(s) of insurance excess of the layer(s) described in this quotation carry a premium cost per million dollars of limit greater than that of the Quoted Layer, the Underwriter expressly reserves the right, in its sole discretion, to modify the premium charge set forth in this quote to an amount equal to, or greater than, the highest such premium cost per million dollars of limit.*
- If between the Quotation Date and the Effective Date of this proposal of insurance, there is a material change in the condition of the Applicant or if any notice of claim or circumstance giving rise to a claim is reported prior to the effective date of the proposed insurance contract, then the Applicant must notify the Producer. The Producer as the representative of the Applicant must then notify Ironshore and provide Ironshore with all the information it may require. Whether or not this quotation has already been accepted by the Applicant, Ironshore reserves the right to rescind the quotation as of its effective date or to modify the final terms and conditions of the quotation upon review of the information.

Thank you for giving us the opportunity to provide a proposal for Excess Healthcare Professional Liability Insurance. If you have any questions, please don't hesitate to contact me directly.

POLICYHOLDER DISCLOSURE STATEMENT
UNDER
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a $50 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you sign this form and return it to us rejecting Terrorism Coverage under the Federal Act, you will be covered for Terrorism as defined in the Act and your premium for that coverage is $0.00.

☐ I hereby reject coverage in accordance with the Act.

Named Insured:	
Policy Number:	
Print Name:	
Print Title:	
Signature:	
Date:	

IRONSHORE
your safe harbour

MYRON STEVES

October 1, 2014

Insured Name: **Doctors Hospital at Renaissance, Ltd.**
5501 South McColl Road
Edinburg, TX 78539

Confirmation of Binding for: Healthcare Professional Liability – Excess

Policy Term: October 01, 2014 --- October 01, 2015

Broker Contact / Producer: Becky Tomson Tirey
Myron F. Steves & Co.
3131 Eastside
Houston, TX 77098

Excess Limit of Liability:

Defense Expenses are: ☐ Within the Limit of Liability ☐ In Addition to the Limit of Liability

Per Claim Limit:	$10,000,000
Aggregate Limit:	$20,000,000
	***Dual Towers:**
	- Tower I: PL
	- Tower II: GL, AL, & EBL
Retroactive Date:	10/01/2007

Self-Insured Retention:

PL Per Claim:	$ 3,000,000
PL Aggregate:	$ 6,000,000*
GL Per Claim:	$ 3,000,000
GL Aggregate:	$ 6,000,000*
EBL Per Claim:	$3,000,000
EBL Aggregaate:	$6,000,000*

*shared aggregate

Underlying Limits of Liability: *(Exclusive of Self Insured Retention)*

Per Claim Limit:	$ N/A
Aggregate Limit:	$ N/A
Underlying Coverage	PL/GL/EBL: Per SIR
	Auto: 2M CSL

Premium:

$1,040,000.00	Premium
$ 50,440.00	Surplus Lines Tax
$ 624.00	Stamping Fee
$1,091,064.00	Total Premium Due

See Invoice for the date Premium is due and payable. Failure to pay the premium in full may result in voidance of coverage.

AI-51683 **Precinct #2** **15. C.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo, the City of Pharr, the City of San Juan, and the City of McAllen concerning the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding the development of a Regional Linear Park from S. San Antonio Avenue West to S. 2nd Street.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-452-00-122-110-0-841

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

BUDGETARY IMPACT:

Fund available as of 10/6/15 $197,847.61.

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-452-00-122-110-0-740

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

BUDGETARY IMPACT:

Funding pending approval of AI#51750 CC 10/13/15.

Phase I - estimated contribution:
County $284,770
Pharr $205,603.94
San Juan $ 38,728.72
Mcallen $40,437.34

Attachments

ICA
Legal Approval email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/07/2015 01:37 PM
Manuel Chapa	Manuel Chapa	10/08/2015 04:57 PM

Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Erika Zamora		Started On: 10/06/2015 10:18 AM
Final Approval Date: 10/09/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PHARR, CITY OF SAN JUAN, CITY OF MCALLEN, AND HIDALGO COUNTY, TEXAS CONCERNING THE DEVELOPMENT OF THE REGIONAL LINEAR PARK FROM S. SAN ANTONIO AVENUE WEST TO S. 2ND STREET.

THIS agreement is made on this the 25TH day of AUGUST, 2015 by and between the CITY OF PHARR, TEXAS, hereinafter referred to as "PHARR", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", the CITY OF MCALLEN, TEXAS, hereinafter referred to as "MCALLEN", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, PHARR, SAN JUAN, and MCALLEN are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, PHARR, SAN JUAN, and MCALLEN are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, PHARR, SAN JUAN, MCALLEN & COUNTY desire to cooperate in the development of the Regional Linear Park from S. San Antonio Avenue West to S. 2ND Street (the "Project");

WHEREAS, PHARR, SAN JUAN, MCALLEN & COUNTY agree it is essential to develop this vital linear park for use as a hike and bike trail (the "Park");

WHEREAS, COUNTY, PHARR, SAN JUAN & MCALLEN, in accordance with Local Government Code Section 331.008 may provide for the single management and control of the Park;

WHEREAS, the COUNTY will be the fiduciary agent for the Project and assume the role of project development lead;

WHEREAS, the COUNTY desires to complete project development activities which includes the Environmental Assessment, Public Involvement, and Schematic Development for the Project (hereinafter denoted as "Phase I");

WHEREAS, PHARR, SAN JUAN, MCALLEN & COUNTY agree to clear the Project environmentally and complete the schematic for approval by TxDOT and FHWA;

WHEREAS, the COUNTY has been successful in securing $4.52M of Category 9 Transportation Alternative Program (TAP) funding for the construction cost of the Project through the Hidalgo County Metropolitan Planning Organization (HCMPO);

WHEREAS, the required 20% Local Match to the secured TAP funding is eligible for Economically Disadvantaged County (EDC) reduction;

WHEREAS, the % of Project Length based on track lane miles within each city limits is as follows:

- City of PHARR – 72.2%
- City of SAN JUAN – 13.6%
- City of MCALLEN – 14.2%;

WHEREAS, the lump sum fixed amounts of contribution by PHARR, SAN JUAN, & MCALLEN for all Phases (Phase I, II, III) of Project Development required for completion of the Project (FY 2015, FY 2016, FY 2017) are as follows:

- City of PHARR – $950,986.00
- City of SAN JUAN – $178,629.00
- City of MCALLEN – $187,135.00

WHEREAS, the COUNTY is responsible for all costs above the current estimate, as identified on Exhibit A, and presently anticipates contributing $1.32M towards all Phases (Phase I, II, III) of Project Development required for completion of the Project (FY 2015, FY 2016, FY 2017).

WHEREAS, the costs for Phase I – Environmental Assessment, Public Involvement, and Schematic Development are fixed costs;

WHEREAS, the Project development cost associated with Phase I is estimated to be $569,540.00 of which COUNTY will contribute an estimated amount of $284,770.00;

WHEREAS, PHARR desires to cooperate by contributing a fixed lump sum not to exceed the amount of $205,603.94 to COUNTY toward the Phase I project development activities;

WHEREAS, SAN JUAN desires to cooperate by contributing a fixed lump sum not to exceed the amount of $38,728.72 to COUNTY toward the Phase I project development activities;

WHEREAS, MCALLEN desires to cooperate by contributing a fixed lump sum not to exceed the amount of $40,437.34 to COUNTY toward the Phase I project development activities;

WHEREAS, PHARR, SAN JUAN, MCALLEN & COUNTY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the COUNTY foresees County will maintain the Project following completion of the Project; and

WHEREAS, PHARR, SAN JUAN, MCALLEN agree to support the proposition that COUNTY assume the role as project sponsor to develop the Phase I development activities, inclusive of Environmental Assessment, Public Involvement, and Schematic Development aspects of the project within each respective City's municipal limits and have the single management and control of the Park.

NOW, THEREFORE, PHARR, SAN JUAN, MCALLEN & COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete the Phase I project development activities, which include the Environmental Assessment, Public Involvement, and Schematic Development services identified on Exhibit A attached hereto and made a part of this agreement.

2. The project at various points, passes through the jurisdiction of PHARR, SAN JUAN and MCALLEN and when completed will form a linear park which the COUNTY shall have single management and control of.

3. The project development cost associated with Phase I will be an estimated $569,540.00 of which COUNTY will contribute an estimated amount of $284,770.00.

4. PHARR agrees to contribute, upon execution of this Interlocal Agreement, a lump sum amount of $205,603.94 to COUNTY toward Phase I project development activities.

5. SAN JUAN agrees to contribute, upon execution of this Interlocal Agreement, a lump sum amount of $38,728.72 to COUNTY toward Phase I project development activities.

6. MCALLEN agrees to contribute, upon execution of this Interlocal Agreement, a lump sum amount of $40,437.34 to COUNTY toward Phase I project development activities.

7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

8. The term of this Agreement is for five (5) years commencing on the date of execution of this Agreement and expiring on the fifth anniversary date of the Agreement.

9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

11. **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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Pharr, San Juan, McAllen and County, and not otherwise.

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

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

If to Pharr: City of Pharr
Attention: Dr. Ambrosio "Amos" Hernandez, Mayor
P.O. Box 1729
Pharr, Texas 78577

If to San Juan: City of San Juan
Attention: Hon. San Juanita Sanchez, Mayor
709 S. Nebraska St.
San Juan, Texas 78589

If to McAllen: City of McAllen
Attention: Hon. Jim Darling, Mayor
1300 Houston Avenue
McAllen, Texas 78501

If to County: Hidalgo County, Texas
Attn: Hon. Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

With copy to: Hon. Eduardo "Eddie" Cantu, Commissioner, Pct. No. 2
300 West Hall Acres, Ste G
Pharr, Texas 78577

13. 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.

14. **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.

15. **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.

16. **Assignment:** This Agreement shall not be assignable.

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

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

19. **Authority to Execute:** The execution and performance of this Agreement by Pharr, San Juan, McAllen and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Cities and County in accordance with its terms.

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

21. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF PHARR

By: _____
Dr. Ambrosio Hernandez, Mayor

ATTEST:

_____
City Secretary

CITY OF SAN JUAN

By: _____
Hon. San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

CITY OF MCALLEN

By: _____
Hon. Jim Darling, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

By: _____
Patricia Rigney
Pharr City Attorney

APPROVED AS TO FORM:

By: _____
Gilbert Vasquez
San Juan City Attorney

APPROVED AS TO FORM:

By: _____
Kevin D. Pagan
McAllen City Attorney

APPROVED AS TO FORM:

By: _____
Stephen L. Crain
Hidalgo County Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding the development of the Regional Linear Park from S. San Antonio Avenue West to S. 2ND Street (the "Project"), which is in part within the city limits of said Cities and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Pharr, City of San Juan, City of McAllen, Texas, and Hidalgo County.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT "A"
ESTIMATED PRELIMINARY PROJECT COSTS
REGIONAL LINEAR PARK PROJECT

LINEAR PARK PROJECT:	**2ND ST. EAST TO SAN ANTONIO AVE.**
TOTAL PROJECT LENGTH:	7.74 TRACK LANE MILES
PROPOSED ROW WIDTH:	20-FT
PROPOSED TRAIL SECTION:	Linear Park Project
PROPOSED TRAIL WIDTH: SECTION	10-FT
ESTIMATED CONSTRUCTION COST	**$5,600,000.00**

ESTIMATED PROJECT COSTS	*% LOCAL COST*	*TOTAL*	*HIDALGO COUNTY*	*CITY PARTICIPATION*
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN				
Environmental Document with TxDOT	100%	$ 152,400.00	$ 76,200.00	$ 76,200.00
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	$ 20,400.00	$ 10,200.00	$ 10,200.00
Archeological and Historical Research	100%	$ 25,000.00	$ 12,500.00	$ 12,500.00
Engineering Technical Support at Public Mtgs with Layouts etc	100%	$ 31,500.00	$ 15,750.00	$ 15,750.00
Schematic for Hike & Bike Trail (Plan & Profile)	100%	$ 105,640.00	$ 52,820.00	$ 52,820.00
Schematic Design for Hike & Bike Trail Tunnel Crossings at 4 Roadway Crossings (I-Rd, Ridge Road, E. Moore Rd, and US 281) To be approved by County and TxDOT	100%	$ 72,000.00	$ 36,000.00	$ 36,000.00
Schematic Design for Hike & Bike Trail Bridges at 2 Irrigation Crossings & 1 Drain Ditch Crossing for TxDOT , Drainage District and Irrigation District Approval	100%	$ 54,000.00	$ 27,000.00	$ 27,000.00
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	100%	$ 21,000.00	$ 10,500.00	$ 10,500.00
Preliminary Compensable Utilities Identification on Schematic	100%	$ 18,000.00	$ 9,000.00	$ 9,000.00
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/	100%	$ 30,000.00	$ 15,000.00	$ 15,000.00
Engineering Technical Support at Public Hearing with Layouts etc	100%	$ 9,000.00	$ 4,500.00	$ 4,500.00
Public Involvement for 1 Public Hearing	100%	$ 30,600.00	$ 15,300.00	$ 15,300.00
SUB-TOTAL		**$ 569,540.00**	**$ 284,770.00**	**$ 284,770.00**
PHASE II - PS&E and CONSTRUCTION OVERSIGHT				
Field Surveys for Design and Construction	100%	$ 273,000.00	$ 136,500.00	$ 136,500.00
PS&E Development Roadway (7.5% Engineering Fee)	100%	$ 420,000.00	$ 210,000.00	$ 210,000.00
Bridge Layout for New Bridges at Irrig. Canal & Drainage Ditch for TxDOT Approval	100%	$ 57,000.00	$ 28,500.00	$ 28,500.00
Geotechnical Soil information Road Crossings, Bridge Foundatons and Pav't Design	100%	$ 69,000.00	$ 34,500.00	$ 34,500.00
Hydrology & Hydraulics of Proposed Tunnel Crossings on Existing Ditch at Roadway Crossings	100%	$ 56,000.00	$ 28,000.00	$ 28,000.00
Engineering Fee to Incorporate TxDOT Comments	10	$ 33,000.00	$ 16,500.00	$ 16,500.00
Permitted Utilities Coordination to Adjust	10	$ 36,600.00	$ 18,300.00	$ 18,300.00
Hike and Bike Trail CONSTRUCTION COST ~ Anticipated to be Funded w/ CAT10 TAP & EL	3%	$ 5,600,000.00	$ 16,800.00	$ 16,800.00
Construction Inspection (11%) ~ Anticipated to be Funded w/ CAT7 from HCMPO	3%	$ 840,000.00	$ 12,600.00	$ 12,600.00
Eng Consultant Construction Management (18 Months)	100%	$ 90,000.00	$ 45,000.00	$ 45,000.00
Direct State cost for Preliminary Engineering oversight	100%	$ 67,200.00	$ 33,600.00	$ 33,600.00
SUB-TOTAL		**$ 7,541,800.00**	**$ 580,300.00**	**$ 580,300.00**
PHASE III - ROW Acquisition				
Right-of-Way Costs - Acq.Services @ (est. 28 Parcels) & JUA (est. 12 Parcels/Ownerships)	100%	$ 528,000.00	$ 264,000.00	$ 264,000.00
Est. County Attorney Cost for Condemnation (est. 10 Parcels @ $15,000/Parcel)	100%	$ 150,000.00	$ 75,000.00	$ 75,000.00
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	$ 16,800.00	$ 8,400.00	$ 8,400.00
Estimated Right-of-Way Costs (ESTIMATED 805,000 SQ FT)	100%	$ 208,560.00	$ 104,280.00	$ 104,280.00
SUB-TOTAL		**$ 903,360.00**	**$ 451,680.00**	**$ 451,680.00**
ESTIMATED TOTAL		**$ 9,014,700.00**	**$ 1,316,750.00**	**$ 1,316,750.00**

PENDING

Phase I	FY 15	$ 569,540.00	
Phase II	FY 16	$ 1,034,600.00	Pending
Phase III	FY 17	$ 544,800.00	Pending
TOTAL ESTIMATED LPA COSTs:		**$**	**2,633,500.00**
TOTAL ESTIMATED PROJECT COST:		**$**	**9,014,700.00**
LPA COSTS NOT INCLUDED IN WORK AUTHORIZATIONS		**$**	**484,560.00**

Project Partnership Breakdown w/ Hidalgo County, Cities of McAllen, Pharr and San Juan

City of Pharr Financial Commitment

NOTE: 72.2% of the Project Length is in the City of Pharr

	FY2015-17	**$950,986**
City of Pharr Financial Commitment		**$950,986**
City of Pharr Participation by way of Percentage of Total Construction Cost		**10.55%**

City of San Juan Financial Commitment

NOTE: 13.6% of the Project Length is in the City of San Juan

	FY2015-17	**$178,629**
City of San Juan Financial Commitment		**$178,629**
City of San Juan Participation by way of Percentage of Total Construction Cost		**1.98%**

City of McAllen Financial Commitment

NOTE: 14.2% of the Project Length is in the City of McAllen

	FY2015-17	**$187,135**
City of McAllen Financial Commitment		**$187,135**
City of McAllen Participation by way of Percentage of Total Construction Cost		**2.08%**

Hidalgo County Pct #2 Financial Commitment

	FY2015-17	**$1,316,750**
Hidalgo County Pct #2 Financial Commitment		**$1,316,750**
Hidalgo County Pct #2 Participation by way of Percentage of Total Construction Cost		**14.61%**

Zimbra **erika.zamora@co.hidalgo.tx.us**

FW: Regional Linear Park Project Interlocal Agreement

From : Marynel Trevino <mntrevino@atlashall.com> Wed, Aug 19, 2015 04:17 PM

Subject : FW: Regional Linear Park Project Interlocal Agreement 3 attachments

To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

Hi Erika:

As per Mr. Crain, attached is the revised WHEREAS (highlighted) on page 3. If you have any questions, please call our office.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Val
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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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.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Wednesday, August 19, 2015 12:08 PM

To: Steve Crain
Cc: Marynel Trevino; Armando Garza Jr.
Subject: Fwd: Regional Linear Park Project Interlocal Agreement

Steve,

Attached please find the interlocal with the whereas for maintenance included. Please review and let me know if this will do.

Thanks,

Erika Zamora

Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

From: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Marynel Trevino" <mntrevino@atlashall.com>, "Armando Garza Jr." <armando.garzajr@co.hidalgo.tx.us>
Sent: Wednesday, August 19, 2015 9:48:58 AM
Subject: Regional Linear Park Project Interlocal Agreement

Good morning Steve,

I spoke with Commissioner regarding the discussion we had about the maintenance of the Regional Linear Park Project.

He is asking if we can enter into interlocal agreements for the maintenance with the various entities and include the following in the current interlocal:

Hidalgo County will maintain the Regional Linear Park through an interlocal agreement.

Please let me know if this will work.

Respectfully,

Erika Zamora

Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

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image001.jpg
5 KB

image003.png
16 KB

Hike Bike Trail Project Revised Interlocal (1).docx
39 KB

AI-51685 **Precinct #2** **15. D.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Various Pct 2 Projects (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenue received from the City of San Juan and the City of Alamo for Interlocal Agreements approved by Commissioners Court on 10/14/14 and 9/1/15 .
2. Approval of 2015 appropriation of funds into Various Pct 2 Project Accounts in the amount of $2,100,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-4XX-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding to be appropriated into various Precinct 2 Projects.

Request for certification of revenue was submitted to Auditors Office 10/6/15 and 10/7/15.

Reference:
5-1200-126-30-122-030-0-000
5-1200-126-30-122-031-0-000

Attachments

revised
COR
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/08/2015 02:35 PM
Manuel Chapa	Manuel Chapa	10/09/2015 08:48 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Erika Zamora		Started On: 10/06/2015 11:10 AM
Final Approval Date: 10/09/2015		

DATE: October 13, 2015

DEPARTMENT HEAD: Commissioner Eddie Cantu

DEPARTMENT NAME: Hidalgo County Precinct #2 - Various Projects

ACCOUNT NUMBER: 5-1200-4XX-00-122-XXX-0-XXX

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

2015
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-XXX-0- 721	Pct 2 Ridge Road (Stewart-Cesar Chavez Rd)Prj	Roads	63,000.00
5-1200-431-00-122-XXX-0- 841	Pct 2 Ridge Road (Stewart-Cesar Chavez Rd)Prj	Aid to Govt Agency	37,000.00
5-1200-431-00-122-117-0- 721	Pct 2 C. Chvz(Bus83-Nolana Lp)	Roads	520,000.00
5-1200-431-00-122-117-0- 841	Pct 2 C. Chvz(Bus83-Nolana Lp)	Aid to Govt Agency	1,480,000.00
5-1200-337-00-122-010-0- 000	*R&B Pct 2-San Juan-Nolana(RL-Cesar Chvz)*		*100,000.00*
5-1200-337-00-122-XXX-0- 000	*R&B Pct 2-San Juan-Cesar Chavez(Bus83-Nolana)*		*1,000,000.00*
5-1200-337-00-122-XXX-0- 000	*R&B Pct 2-Alamo-Cesar Chavez(Bus83-Nolana)*		*1,000,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	**2,100,000.00**

REASON: Appropriation of revenue from City of San Juan for Nolana (Raul Longoria-Cesar Chavez) Rd Prj ($100,000) and from City of San Juan and City of Alamo for Cesar Chavez (Bus83- Nolana) Rd Prj.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

October 8, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County, the City of San Juan, and the City of Alamo Texas for the Cesar Chavez Road (Nolana Loop South to Business 83) project in the amount of $2,000,000. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes. Revenue was received from the City of San Juan and the City of Alamo as follows:

- City of San Juan $ 1,000,000
- City of Alamo $ 1,000,000

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/9/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

Nereyda Gonzalez

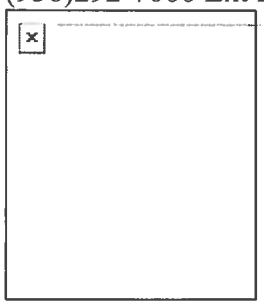
From: Erika Zamora [erika.zamora@co.hidalgo.tx.us]
Sent: Wednesday, October 07, 2015 5:32 PM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: Linda Fong; Becky Luna; Nereyda Gonzalez
Subject: Request for Certification of Revenue
Attachments: Memo to Certify.pdf; Treasurer's Receipts & Signed Transmittal.pdf; Executed Cesar Chavez Interlocal.pdf; Invoice-City of San Juan.pdf; Invoice-City of Alamo.pdf

Mr. Eufracio,

Attached please find a memo requesting certification of revenue for Precinct #2. Please let me know if you have any questions or require any additional information.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Pct 2
300 W Hall Acres, Suite G
Pharr, TX 78577
(956)292-7000 Ext 2015 - Office



HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

MEMORANDUM

To: Ray Eufracio, CPA County Auditor

From: Hidalgo County Precinct # 2
Eduardo "Eddie" Cantu, County Commissioner

Date: October 7, 2015

Subject: Request for Certification of Revenue

Please accept this memo as my request to certify the following revenue deposited into the following accounts:

Account No: 5-1200-126-30-122-030-0-000
Amount: $1,000,000.00

Account No: 5-1200-126-30-122-031-0-000
Amount: $1,000,000.00

Agenda item # 51685 is currently scheduled for Commissioners' Court approval on October 13, 2015 and will require the certification of this revenue.

Attached please find a copy of the official Hidalgo County Receipt from the County Treasurer's Office that reflects what account the funds were deposited into as well as a copy of the interlocal agreement, and invoice submitted to the City for these funds.

If you have any questions regarding this matter do not hesitate to contact me at (956) 787-1891.

Thank you,

Eddie

Commissioner Eduardo "Eddie" Cantu

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 191292

Received From: CITY OF SAN JUAN PCT. 2 10/07/15 Date 10/07/15

1	122285	R&B PCT2-D/FR OTHR GOVT-SAN JUAN C CHAV 5-1200-126-30-122-030-0-000	1,000,000.00

Total: **1,000,000.00**

Check Total	1,000,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 191291

Received From: CITY OF ALAMO PCT. 2 10/07/15 Date 10/07/15

1	038615	R&B PCT.2-D/FR OTHR GOVT-ALAMO C. CHAV	5-1200-126-30-122-031-0-000	1,000,000.00

Total: 1,000,000.00

Check Total	1,000,000.00
Cash Total	.00
Credit Total	.00
Other Total	.00

Hidalgo County Precinct 2
300 W Hall Acres, Suite G
Pharr, TX 78577
Phone (956) 787-1891

Letter of Transmittal

To:	Nora De Los Santos – Hidalgo County Treasurer's Office
From:	Erika Zamora – Director of Administrative Operations
Date:	October 6, 2015
Subject:	Deposit Check# 122285 & 038615 from City of San Juan & City of Alamo

We are sending you the following:

☐ Invoice ☐ Under Separate Cover Via _____ the following items:
☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples
☐ Specifications ☐ Copy of Letter ☐ Change Order ☑ Other CHECK#122285 & 038615

Copies	Date	Number	Description
1	10/6/15		CK#122285 $1,000,000 & CK#038615 $1,000,000

These are transmitted as checked below:

☐ For Approval ☐ Approved as Submitted ☐ Resubmit _____ copies for Approval
☐ For your Use ☐ Approved as Noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☑ Hand Delivered ☐ Other _____
☐ For Bids due _____ 20__ ☐ Prints returned after loaned to us

Remarks:

Enclosed: CK#122285 in the amount of $1,000,000.00 and CK# 038615 in the amount of $1,000,000

Please deposit this check into the following accounts:
5-1200-126-30-122-030-0-000 R&B PCT 2-D/FR OTHR GOVT-SAN JUAN C CHAV - **CK#122285**
5-1200-126-30-122-031-0-000 R&B PCT 2-D/FR OTHR GOVT-ALAMO C. CHAV - **CK#038615**

Received by: Nora Arnie Los Santos Date: 10/7/15

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, THE CITY OF SAN JUAN, AND THE CITY OF ALAMO, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO CESAR CHAVEZ RD. FROM NOLANA LOOP SOUTH TO BUSINESS 83.

THIS agreement is made on this 01st day of September, 2015 by and among the COUNTY OF HIDALGO,TEXAS, hereinafter referred to as "COUNTY", the CITY OF SAN JUAN, TEXAS, hereinafter referred to as "SAN JUAN", and the CITY OF ALAMO, TEXAS, hereinafter referred to as "ALAMO" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, both SAN JUAN and ALAMO are home rule municipalities located in Hidalgo County, Texas;

WHEREAS, both SAN JUAN and ALAMO are cities created under the laws of Texas;

WHEREAS, the COUNTY is a county in the State of Texas;

WHEREAS, Cesar Chavez Road from Nolana Loop South to Business 83, which traverses within the jurisdictions of SAN JUAN and ALAMO and is a vital North-South road within the COUNTY that is an interconnecting link to the COUNTY roadway system and is in need of expansion to a four lane roadway facility; (the "Road");

WHEREAS, The Hidalgo County Metropolitan Planning Organization (HCMPO) has identified the Cesar Chavez Road project within it's financially constrained Metropolitan Transportation Plan;

WHEREAS, COUNTY, will be the fiduciary agent for this project and assume the role of project development lead, for all phases as identified below:

Phase I – Environmental Assessment, Public Involvement, Schematic
Phase II – Plans, Specifications, and Estimate (PS&E)
Phase III – ROW Acquisition Tasks

WHEREAS, the total estimated Phase I, II, & III local cost for the project is $5,526,816.52;

WHEREAS, SAN JUAN desires to cooperate by contributing a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II, & III for the project;

WHEREAS, ALAMO desires to cooperate by contributing a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project;

WHEREAS, COUNTY desires to cooperate by contributing the remainder of all costs required for Phase I, II & III for the project.

WHEREAS, COUNTY, SAN JUAN and ALAMO are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, ALAMO and its city council find that the improvement of Cesar Chavez serves a public purpose pursuant to the Texas Constitution, art. III, §52-a which requires that public money be used for public purposes.

NOW, THEREFORE, COUNTY, SAN JUAN and ALAMO, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. COUNTY agrees to complete Phase I, II & III of the project development, which includes the Following:
   Phase I Environmental Assessment, Public Involvement, Schematic,
   Phase II Plans, Specifications, and Estimate (PS&E)
   Phase III ROW Acquisition Tasks
   and is particularly described in that portion of Exhibit A attached hereto and made a part hereof for all purposes that relates to said Phases I, II & III.

2. The Road at various points passes through the jurisdiction of SAN JUAN and ALAMO and forms a connecting link or integral part of the regional transportation system of the COUNTY roads.

3. The total Phase I, II & III for project development cost will be $5,526,816.52.

4. SAN JUAN agrees to contribute a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by SAN JUAN to COUNTY on or before October 1, 2015.

5. ALAMO agrees to contribute a fixed lump sum amount of $1,000,000.00 to COUNTY toward the development of the Phase I, II & III for the project, payable by ALAMO to COUNTY at time of execution of this Agreement.

6. San Juan, and County, retains right of way easements on Cesar Chavez Road, and hereby acknowledge ALAMO'S investment in the improvement of Cesar Chavez Road for the public purpose of improving such road for the benefit of the community.

7. San Juan agrees to maintain Cesar Chavez road as a public roadway, and further agrees to maintain the improvements on Cesar Chavez Road, within its municipal limits.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

11. **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 agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by COUNTY, SAN JUAN and ALAMO, and not otherwise.

12. **Amendment:** This Agreement can't be amended, changed, modified, supplemented or revised unless it is evidenced in writing and signed by all parties to this agreement.

13. 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.

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

If to San Juan: City of San Juan
Attention: Honorable San Juanita Sanchez, Mayor
709 S. Nebraska St.

San Juan, Texas 78589

If to Alamo: City of Alamo
Attention: Honorable Diana Martinez, Mayor
420 N. Tower Road
Alamo, Texas 78516

If to County: Hidalgo County, Texas
Attn: Honorable Ramon Garcia, Hidalgo County Judge
P. O. Box 758
Edinburg, Texas 78540-0758

Copies to: Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
300 W Hall Acres Ste G
Pharr, Texas 78577

15. 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.

16. **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.

17. **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.

18. **Assignment:** This Agreement shall not be assignable.

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

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

21. **Authority to Execute:** The execution and performance of this Agreement by Hidalgo County, the City of San Juan and the City of Alamo have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the County and Cities in accordance with its terms.

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

23. **Commitment or Current Revenues Only:** In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

24. Following completion of construction of the Road each party hereto shall maintain the road within their respective jurisdictions where applicable.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SAN JUAN

By: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
City Secretary

CITY OF ALAMO

By: _____
Diana Martinez, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 9/1/15 mw

ATTEST:

County Clerk

APPROVED AS TO FORM:
Vasquez Law Firm

By: _____
Gilbert Vasquez
San Juan City Attorney

APPROVED AS TO FORM:

By: _____
Damian Orozco
Alamo City Attorney

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

September 30, 2015

City of San Juan
Hon. Ms. San Juanita Sanchez –Mayor
709 S. Nebraska St.
San Juan, Texas 78589

RE: Hidalgo County Pct 2 – Cesar Chavez Road (Nolana-Bus 83) Project
Interlocal Cooperation Agreement Contribution

INVOICE

Dear Ms. Sanchez:

The County of Hidalgo is requesting payment in the amount of $1.000.000.00 for the Cesar Chavez Road (Nolana-Bus83) Project, from the City of San Juan, pursuant to the Interlocal Cooperation Agreement (approved 09/01/2015) between the City of San Juan, City of Alamo and the County of Hidalgo to improve Cesar Chavez Road.

The interlocal agreement stipulates that the City of San Juan shall pay the County $1,000,000.00 against invoice on or before October 1, 2015.

Please remit payment to the following:

County of Hidalgo
Attn: Eduardo "Eddie" Cantu, County Commissioner
300 W Hall Acres Ste G
Pharr, Texas 78577

Attached please find a copy of the interlocal agreement that pertains to this payment request.

If you should have any questions regarding this request for payment, please contact Mr. Armando Garza or myself at (956) 787-1891.

Sincerely,

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County Precinct No.2

Cc: The Honorable San Juanita Sanchez, Mayor, City of San Juan
The Honorable Eduardo "Eddie" Cantu, County Commissioner
Mr. Ray Eufracio, CPA County Auditor
Ms. Linda Fong, First Assistant Auditor
Project file

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

September 30, 2015

City of Alamo
Hon. Ms. Diana Martinez –Mayor
420 N. Tower Road
Alamo, Texas 78516

RE: Hidalgo County Pct 2 – Cesar Chavez Road (Nolana-Bus 83) Project
Interlocal Cooperation Agreement Contribution

INVOICE

Dear Ms. Martinez:

The County of Hidalgo is requesting payment in the amount of $1,000,000.00 for the Cesar Chavez Road (Nolana-Bus83) Project, from the City of Alamo, pursuant to the Interlocal Cooperation Agreement (approved 09/01/2015) between the City of San Juan, City of Alamo and the County of Hidalgo to improve Cesar Chavez Road.

The interlocal agreement stipulates that the City of Alamo shall pay the County $1,000,000.00 against invoice at time of execution of the interlocal cooperation agreement.

Please remit payment to the following:

County of Hidalgo
Attn: Eduardo "Eddie" Cantu, County Commissioner
300 W Hall Acres Ste G
Pharr, Texas 78577

Attached please find a copy of the interlocal agreement that pertains to this payment request.

If you should have any questions regarding this request for payment, please contact Mr. Armando Garza or myself at (956) 787-1891.

Sincerely,

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County Precinct No.2

Cc: The Honorable Diana Martinez, Mayor, City of Alamo
The Honorable Eduardo "Eddie" Cantu, County Commissioner
Mr. Ray Eufracio, CPA County Auditor
Ms. Linda Fong, First Assistant Auditor
Project file

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

October 8, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from the intergovernmental contract between Hidalgo County and the City of San Juan, Texas for the Nolana Loop (Raul Longoria-Cesar Chavez) project in the amount of $100,000. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

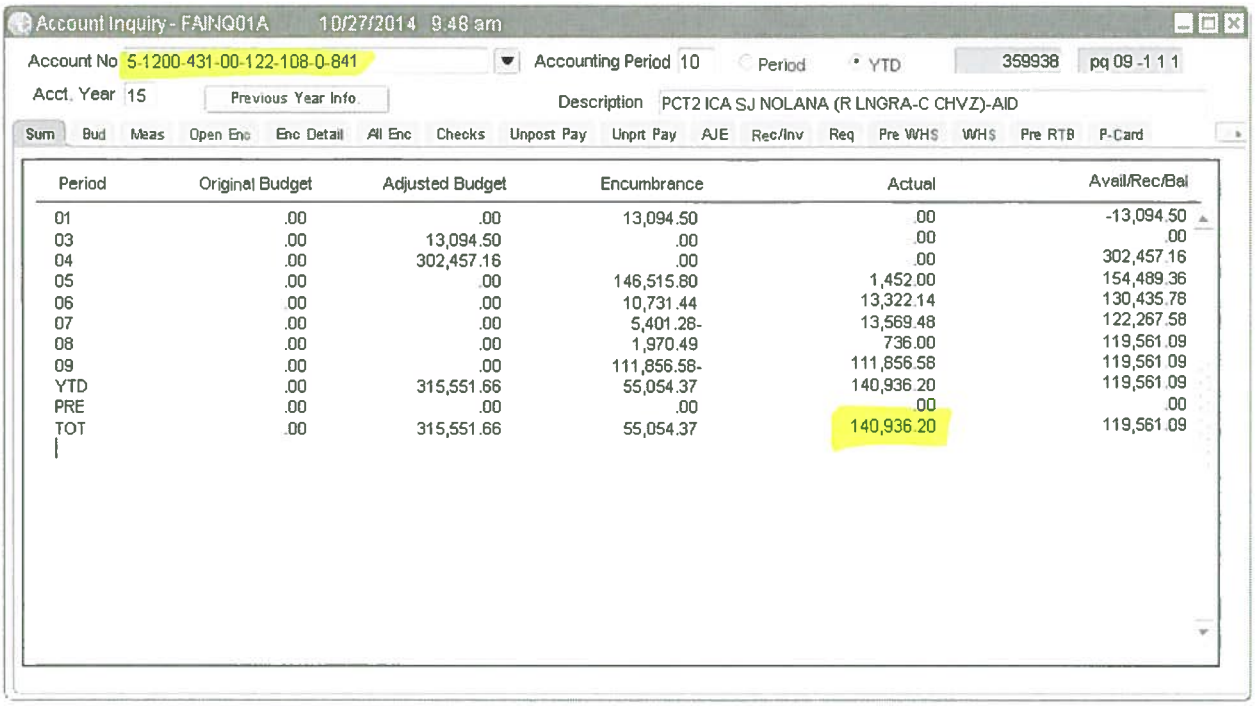
CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/9/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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



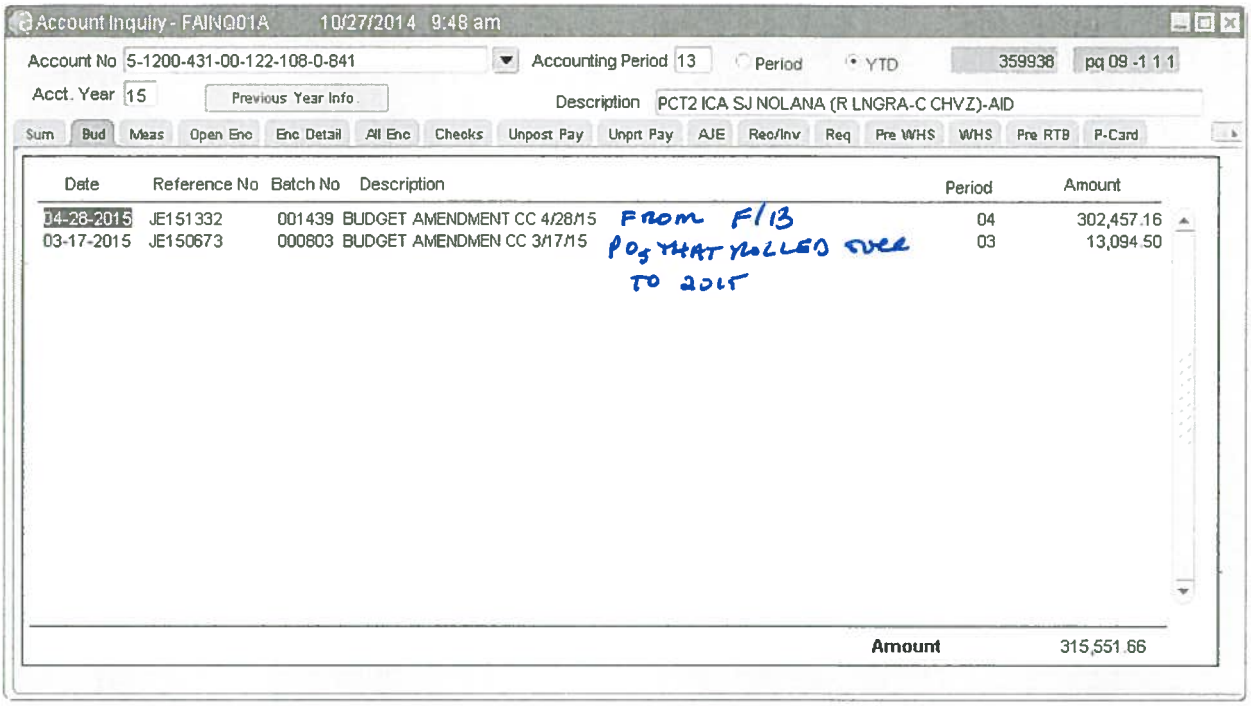
Account Inquiry - FAINQ01A 10/27/2014 9:48 am

Account No 5-1200-431-00-122-108-0-841 Accounting Period 10 Period YTD 359938 pg 09 -1 1 1

Acct. Year 15 Previous Year Info. Description PCT2 ICA SJ NOLANA (R LNGRA-C CHVZ)-AID

Sum | Bud | Meas | Open Enc | Enc Detail | All Enc | Checks | Unpost Pay | Unprt Pay | AJE | Rec/Inv | Req | Pre WHS | WHS | Pre RTB | P-Card

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	.00	.00	13,094.50	.00	-13,094.50
03	.00	13,094.50	.00	.00	.00
04	.00	302,457.16	.00	.00	302,457.16
05	.00	.00	146,515.80	1,452.00	154,489.36
06	.00	.00	10,731.44	13,322.14	130,435.78
07	.00	.00	5,401.28-	13,569.48	122,267.58
08	.00	.00	1,970.49	736.00	119,561.09
09	.00	.00	111,856.58-	111,856.58	119,561.09
YTD	.00	315,551.66	55,054.37	140,936.20	119,561.09
PRE	.00	.00	.00	.00	.00
TOT	.00	315,551.66	55,054.37	140,936.20	119,561.09


Account Inquiry - FAINQ01A 10/27/2014 9:48 am
Account No 5-1200-431-00-122-108-0-841
Accounting Period 13
Period
YTD
359938
pg 09 -1 1 1
Acct. Year 15
Previous Year Info
Description PCT2 ICA SJ NOLANA (R LNGRA-C CHVZ)-AID
Sum
Bud
Meas
Open Enc
Enc Detail
All Enc
Checks
Unpost Pay
Unprt Pay
AJE
Rec/Inv
Req
Pre WHS
WHS
Pre RTB
P-Card
Date
Reference No
Batch No
Description
Period
Amount
04-28-2015 JE151332 001439 BUDGET AMENDMENT CC 4/28/15 04 302,457.16
03-17-2015 JE150673 000803 BUDGET AMENDMEN CC 3/17/15 03 13,094.50
FROM F/13
POs THAT ROLLED OVER
TO 2015
Amount
315,551.66

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

MEMORANDUM

To: Ray Eufracio, CPA County Auditor

From: Hidalgo County Precinct # 2
Eduardo "Eddie" Cantu, County Commissioner

Date: October 6, 2015

Subject: Request for Certification of Revenue

Please accept this memo as my request to certify the following revenue:

Account No: 5-1200-337-00-122-010-0-000
Amount: $100,000.00

Agenda item # 51685 is currently scheduled for Commissioners' Court approval on October 13, 2015 and will require the certification of this revenue.

Attached please find a copy of the official Hidalgo County Receipt from the County Treasurer's Office that reflects what account the funds were deposited into as well as a copy of the interlocal agreement, and invoice submitted to the City for these funds.

If you have any questions regarding this matter do not hesitate to contact me at (956) 787-1891.

Thank you,

Eddie

Commissioner Eduardo "Eddie" Cantu

300 W. Hall Acres Suite G . Pharr, TX 78577 • 956.787.1891 • eduardo.cantu@co.hidalgo.tx.us

Nereyda Gonzalez

From: Erika Zamora [erika.zamora@co.hidalgo.tx.us]
Sent: Tuesday, October 06, 2015 11:26 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: Linda Fong; Becky Luna; Nereyda Gonzalez
Subject: Request for Certification of Revenue
Attachments: Invoice to City of San Juan 8-19-15.pdf; Treasurer's Receipt for CK#122077.pdf; Executed Interlocal Agreement w- San Juan.pdf; Memo to Certify Revenue.pdf

Mr. Eufracio,

Attached please find a memo requesting certification of revenue for Precinct #2. Please let me know if you have any questions or require any additional information.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

August 17, 2015

City of San Juan
Mr. Juan Gonzalez
709 S. Nebraska
San Juan, Texas 78589

RE: Nolana Loop Road Improvements Payment Request

INVOICE

Dear Mr. Gonzalez:

The County of Hidalgo is requesting payment in the amount of $100,000.00 for work completed on Nolana Loop (Raul Longoria to Cesar Chavez), from the City of San Juan, pursuant to the Interlocal Cooperation Agreement (approved on 10/14/2014) between the City of San Juan and the County of Hidalgo to improve portions of Cesar Chavez Road, Moore Road, Sioux Road, Eldora Rd, and Nolana Loop more particularly described on Exhibit A of the interlocal agreement.

The interlocal agreement stipulates that the City of San Juan shall pay the County against invoice, within thirty (30) days for each portion of the roads denoted and described on Exhibit B.

Please remit payment to the following:

County of Hidalgo
Attn: Eduardo "Eddie" Cantu, County Commissioner
300 W Hall Acres Ste G
Pharr, Texas 78577

Attached please find a copy of the interlocal agreement that pertains to this payment request.

If you should have any questions regarding this request for payment, please contact Mr. Armando Garza or myself at (956) 787-1891.

Sincerely,

Eduardo "Eddie" Cantu
Commissioner, Hidalgo County Precinct No.2

Cc: The Honorable San Juanita Sanchez, Mayor, City of San Juan
The Honorable Eduardo "Eddie" Cantu, County Commissioner
Mr. Ray Eufracio, CPA County Auditor
Ms. Linda Fong, First Assistant Auditor
Project file

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

Hidalgo County Precinct 2
300 W Hall Acres. Suite G
Pharr, TX 78577
Phone (956) 787-1891

Letter of Transmittal

To:	City of San Juan – Attn: Mr. Juan Gonzalez
From:	Erika Zamora – Director of Administrative Operations
Date:	8/19//2015
Subject:	Invoice for Nolana Loop Road Improvements

We are sending you the following:

☑ Invoice ☐ Under Separate Cover Via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples

☐ Specifications ☐ Copy of Letter ☐ Change Order ☐ Other _____

Copies	Date	Number	Description
1	8/19/2015		Invoice for Nolana Loop Road Improvements
1	8/19/2015		Executed Interlocal Agreement

These are transmitted as checked below:

☐ For Approval ☐ Approved as Submitted ☐ Resubmit _____ copies for Approval

☐ For your Use ☐ Approved as Noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☑ Hand Delivered ☐ Other _____

☐ For Bids due _____ 200__ ☐ Prints returned after loaned to us

Remarks:

Enclosed: Invoice for Nolana Loop Road Improvements

Received by: _____ Date: 8/21/2015

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the 14th day of October, 2014, by and between the **CITY OF SAN JUAN, TEXAS,** hereinafter to as "San Juan" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, San Juan is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, San Juan and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, San Juan and County desire to reconstruct and pave and in somes cases provide certain roadside drainage improvements consisting of re-excavation of road side ditches, installation of culverts and inlets in accordance with plans and specifications prepared by engineer Raul Sesin, P.E. portions of five (5) certain roads more particularly described on Exhibit A attached hereto (the "Roads");

WHEREAS, County has determined that County will receive benefit from the future improvement to the Roads; and

WHEREAS, San Juan and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the city limits of San Juan with San Juan's consent.

NOW THEREFORE, San Juan and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Precinct No. 2 of County through independent contractor (s) or its own forces agree to provide all labor, equipment and materials for reconstruction, paving and testing of the Roads.

2. San Juan agrees to pay County within thirty (30) days following receipt of

invoice from County the amounts for each portion of the Roads denoted and described on Exhibit B attached hereto. In no event shall San Juan pay County more than the sum of Three Hundred Thirty Three Thousand and no/100ths Dollars for the reconstruction and paving of the Roads.

3. All of the Roads are located within the municipal jurisdiction of San Juan.

4. Should condemnation proceedings become necessary for acquisition of right-of-way within San Juan's corporate city limits, San Juan's staff will assume all condemnation proceedings and financial responsibility for said proceedings, including but not limited to, attorney's fees.

5. The County agrees it is in its best interest to provide such assistance to San Juan as described herein, as such Roads serve as connecting links and are integral parts of the County road system.

6. San Juan, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

7. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the work and services described in this Agreement.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.

9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision 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.

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

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

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

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

If to San Juan:	City of San Juan Attention: San Juanita Sanchez, Mayor 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, Texas 78539
With copy to:	Commissioner, Precinct No. 2 Attention: Hector Palacios, Commissioner 300 West Hall Acres, Suite G Pharr, Texas 78577

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.

14. **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.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

16. **Assignment.** This Agreement shall not be assignable.

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

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

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

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

21. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF SAN JUAN

BY: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
Humberto "Bobby" Rodriguez, City Secretary

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/14/14

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to reconstruct portions of five (5) certain roads more particularly described on Exhibit A attached hereto including drainage and other appurtenances (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of San Juan, Texas and Hidalgo County.

By vote on October 14, 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

Ramon Garcia
By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 10/14/14-pm

ATTEST:

Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

- Cesar Chavez Road Paving and Drainage Improvements - from F.M. 495 north approximately 1,280 LF

- Moore Road Paving and Drainage Improvements - from "I" Rd east approximately 1,260 LF

- Sioux Road Paving and Drainage Improvements - from "I" Rd to approximately 3500 LF east of Raul Longoria Rd. (7,580 LF total approximate project length)

- El Dora Road Paving and Drainage Improvements - from "I" Rd to approximately 3500 LF east of Raul Longoria Rd. (7,580 LF total approximate project length)

- Nolana Loop Paving and Drainage Improvements – from Raul Longoria Rd to Cesar Chavez Road (6,780 LF total approximate project length)

EXHIBIT B

- Cesar Chavez Road Paving and Drainage Improvements - $15,000.00
- Moore Road Paving and Drainage Improvements - $18,000.00
- Sioux Road Paving and Drainage Improvements - $100,000.00
- El Dora Road Paving and Drainage Improvements - $100,000.00
- Nolana Loop Paving and Drainage Improvements - $100,000.00

15,000.00+
18,000.00+
100,000.00+
100,000.00+
100,000.00+
005
333,000.00*

AI-51638 **Precinct #3** **16. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Acceptance and approval on Advance Funding Agreement (AFA) between Hidalgo County and Texas Department of Transportation for Mile 3 N, from Goodwin Road to Tom Gill Road project (CSJ # 0921-02-321).
2. Authority for County Judge to sign Advance Funding Agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-051-0-841

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

BUDGETARY IMPACT:

Funding pending approval of Interdept. transfer - AI# 51649

Attachments

TxDot Letter

AFA - Mile 3 N. Goodwin to Tom Gill Rd.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2015 04:44 PM
Manuel Chapa	Manuel Chapa	10/07/2015 03:40 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Norma Ceballos		Started On: 10/02/2015 09:45 AM
Final Approval Date: 10/09/2015		

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

September 15, 2015

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

RE: Advance Funding Agreement (AFA)
Mile 3 N, from Goodwin Road to Tom Gill Road
CSJ# 0921-02-321

Dear Judge Garcia:

As you know, this project has received a total of $12,613,675 in Category 7, Metropolitan Mobility funds and Category 12, Surface Transportation Program Metropolitan Mobility (Category 7 Reconciliation funds) for Right of Way (ROW), utilities, construction, and construction engineering. To make use of the funds, an Advance Funding Agreement (AFA) needs to be executed between the County of Hidalgo and TxDOT. Attached for your signature are two originals of the AFA.

Please sign and return both originals, along with the County's resolution authorizing the AFA, to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, to the above address for further processing. Please also include a check for $232,500, made payable to the Texas Department of Transportation Trust Fund, to cover the County's estimated share of preliminary engineering and ROW direct state costs associated with this project.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Joe M. Flores, Hidalgo County Commissioner Pct. No. 3
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Eddie Saenz, P.E., Project Manager
Jacinto Garza, P.E., L&G Engineering
Project File

CSJ # **0921-02-321**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **Mile 3 N, Goodwin Road to Tom Gill Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For A Surface Transportation Program - Metropolitan Mobility and Rehabilitation Project (Off-System)

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114213, authorizing the State to undertake and complete a highway improvement generally described as the **widening of Mile 3 N from Goodwin Road to Tom Gill Road to a 4 lane divided with curb and gutter section** called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # **0921-02-321**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **Mile 3 N, Goodwin Road to Tom Gill Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. **Scope of Work**
   The widening of Mile 3 N from Goodwin Road to Tom Gill Road to a 4 lane divided with curb and gutter section as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   - **A.** The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   - **B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation.* The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   - **C.** The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   - **D.** The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.

H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

I. The State will not pay interest on any funds provided by the Local Government.

J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.

L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

M. When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The **Local Government** shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

Reimbursement of eligible compensable utility costs will be made to the Local Government in an amount not to exceed eighty percent (80%) of eligible compensable utility reimbursements. The Local Government will be responsible for one hundred percent (100%) of all utility adjustment costs exceeding the amount in Attachment C.

The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**
Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
   - **A.** The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
   - **B.** The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
   - **C.** The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
   - **D.** The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
   - **E.** Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. **Compliance with Texas Accessibility Standards and ADA**
All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services**
The **Local Government** has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum,

conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

A. The **Local Government** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.

C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The **Local Government** shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any

displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in

order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Hidalgo	Director of Contract Services
Attn: County Judge	Texas Department of Transportation
PO Box 1356	125 E. 11th Street
Edinburg, Texas 78540	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement
This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards
The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records
The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance
The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements
- **A.** The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- **B.** The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than

$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is $500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is $750,000.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CSJ # **0921-02-321**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **Mile 3 N, Goodwin Road to Tom Gill Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

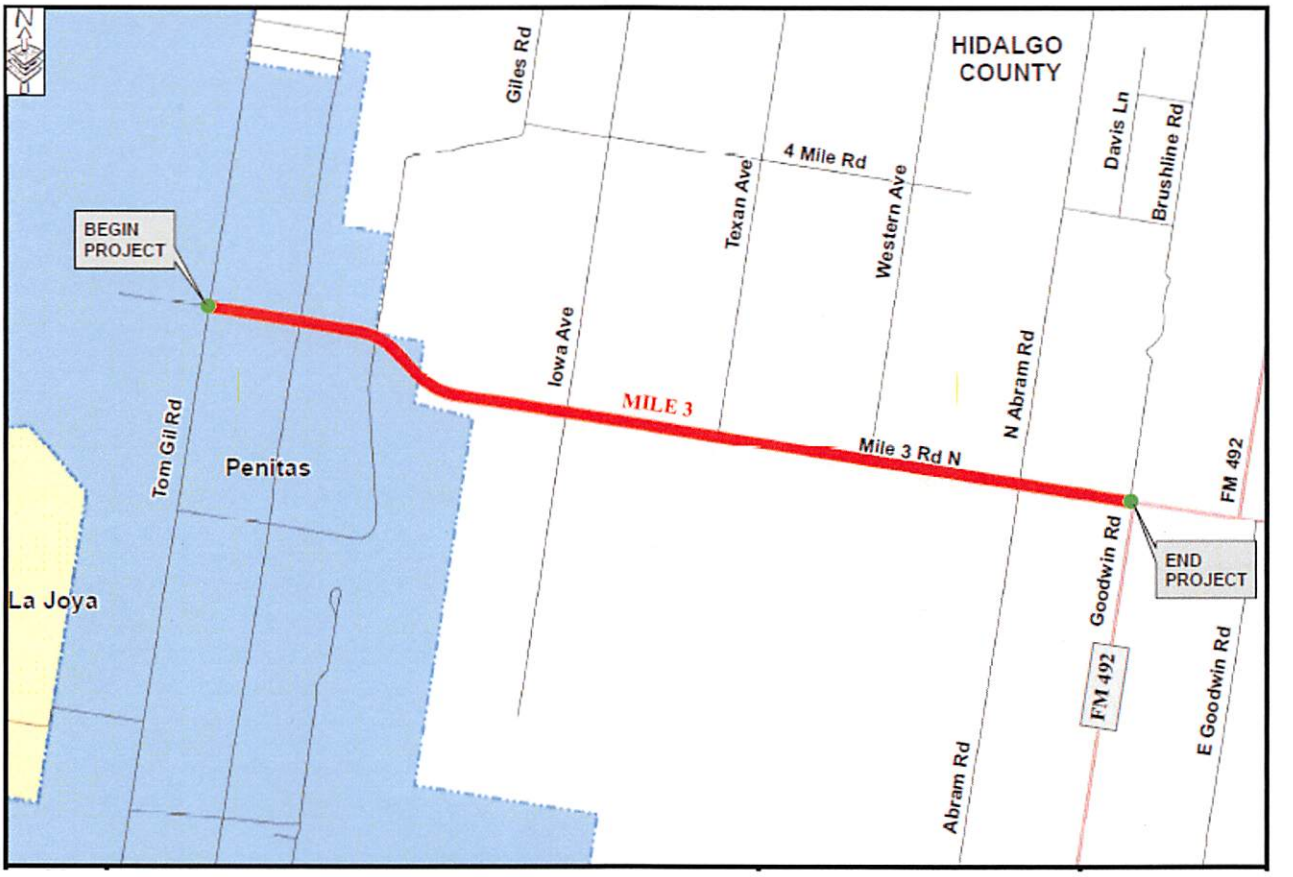
_____
Date

CSJ # **0921-02-321**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **Mile 3 N, Goodwin Road to Tom Gill Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT A
RESOLUTION OR ORDINANCE

CSJ # **0921-02-321**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **Mile 3 N, Goodwin Road to Tom Gill Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



CSJ # **0921-02-321**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **Mile 3 N, Goodwin Road to Tom Gill Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT C
PROJECT BUDGET

This project has received a total of $12,613,675 in Category 7, Metropolitan Mobility funds and Category 12, Surface Transportation Program Metropolitan Mobility (Category 7 Reconciliation funds). Category 7 and Category12 (Cat 7 Reconciliation) funds are for Right of Way (ROW), utilities, construction, and construction engineering, considering a 93% Economically Disadvantaged County Program reduction to the project's construction costs and construction engineering, the federal share is 80%, the state share is 18.6% and the local government share is 1.4% until the Federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved funding. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Participation		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)		$ 436,400	80%	$ 0	0%	0%	$ 0	100%	100%	$ 436,400
Right of Way – Off System (by LG) Cat 7		$ 963,624	80%	$ 770,899	0%	0%	$ 0	20%	20%	$ 192,725
Utilities (by LG) Cat 7		$ 223,130	80%	$ 178,504	0%	0%	$ 0	20%	20%	$ 44,626
Construction (by LG) Cat 7		$ 9,889,615	80%	$ 7,911,692	0%	18.6%	$ 1,839,468	20%	1.4%	$ 138,455
Cat 12		$ 400,000	80%	$ 320,000	0%	18.6%	$ 74,400	20%	1.4%	$ 5,600
Construction Engineering (by LG) Cat.7		$ 1,137,306	80%	$ 909,845	0%	18.6%	$ 211,539	20%	1.4%	$ 15,922
Subtotal		**$ 13,050,075**		**$ 10,090,940**			**$ 2,125,407**			**$ 833,728**
Direct State Cost for Prelim. Engineering **$150,000**	Environm. Direct State Costs (30%)	$ 45,000	0%	$ 0	0%	0%	$ 0	0%	100%	$ 45,000
	Right of Way Direct State Costs (10%)	$ 15,000	0%	$ 0	0%	0%	$ 0	0%	100%	$ 15,000
	Engineer. Direct State Costs (50%)	$ 75,000	0%	$ 0	0%	0%	$ 0	0%	100%	$ 75,000
	Utility Direct State Costs (10%)	$ 15,000	0%	$ 0	0%	0%	$ 0	0%	100%	$ 15,000
ROW Direct State Costs (Division review and oversight)		$ 82,500	0%	$ 0	0%	0%	$ 0	0%	100%	$ 82,500
Construction Direct State Costs (State review and oversight of Construction Engineering) Cat 7		$ 211,600	80%	$ 169,280	0%	18.6%	$ 39,358	20%	1.4%	$ 2,962
Indirect State Costs (6.2%)		$ 656,060	0%	$ 0	100%	0%	$ 656,060	0%	0%	$ 0
Subtotal		**$ 1,100,160**		**$ 169,280**			**$ 695,418**			**$ 235,462**
TOTAL		**$ 14,150,235**		**$10,260,220**			**$ 2,820,825**			**$ 1,069,190**

CSJ # **0921-02-321**
District # **21 - Pharr**
Code Chart 64 # **50109**
Project: **Mile 3 N, Goodwin Road to Tom Gill Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

Initial payment by the Local Government to the State:	**$ 232,500**
Payment by the Local Government to the State before construction:	**$ 2,962**
Estimated total payment by the Local Government to the State:	**$ 235,462**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

AI-51746 **Precinct #4** **17. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution honoring the producers of the motion picture "Endgame."

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2015 08:22 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Julia Sullivan		Started On: 10/08/2015 04:46 PM
Final Approval Date: 10/09/2015		

RESOLUTION IN HONOR OF THE PRODUCERS OF THE MOTION PICTURE "ENDGAME"

WHEREAS, Brownsville, Texas inspired, produced and filmed independent movie, Endgame is a film that tells the story about coming of age for a young boy who joins the Brownsville school chess team. The film will open in theaters across the country and will be having its Rio Grande Valley premiere on October 8, 2015; and

WHEREAS, the inspiring film produced brings to life a boy's journey through his most difficult moments as he finds his destiny; and

WHEREAS, Endgame was written by Hector Salinas (Edinburg, Texas native), directed by Carmen Marron, and produced by Sandra Avila (Edinburg, Texas native), and Bonnie Emerson (Brownsville, Texas native). Cast includes Rico Rodriguez, Efren Ramirez, Jon Gries, Valente Rodriguez, Justina Machado, Ivonne Coll, Alina Herrera and Xavier Gonzalez along with many other talented local artists; and

WHEREAS, Mr. Salinas wrote the original script and provided most of the financing for the film. He approached Sandra Avila to produce the film and put together the cast and team. Ms. Avila then brought on board Carmen Marron, Chicago, Illinois, as director and Bonnie Emerson, as co-producer. Ms. Emerson provided the necessary resources to support production and met with local businesses and leaders to raise the final amount needed to make Endgame a reality; and

WHEREAS, the Brownsville Film Commission and the City of Brownsville along with the Brownsville Independent School District (BISD) was also key in helping the production secure locations, in-kind services and the blessing of BISD to tell a story near and dear to their hearts and to their community. Mr. Salinas, Ms. Avila and Ms. Emerson are incredibly grateful to everyone who helped them get this story to the big screen. They hope this film kicks off their goal of continuing to make local Texas stories that capture the spirit of our community and our diverse, beautiful and multi-faceted culture.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors the producers, writers, technical staff, and artists involved in bringing a positive depiction of Hispanic youth in the major motion picture titled Endgame.

Dated this 13th day of October 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-51743 **Precinct #4** **17. B.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Jesse Ozuna, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Approval of Order accepting road into Hidalgo County Road System upon finding of prescriptive right based on public use (Ted Garza Road)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Order accepting road...

Attachments

order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2015 08:22 AM
Manuel Chapa	Manuel Chapa	10/09/2015 08:52 AM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Monica Badillo Started On: 10/08/2015 04:28 PM

Final Approval Date: 10/09/2015

ORDER ACCEPTING ROAD INTO HIDALGO COUNTY ROAD SYSTEM UPON FINDING OF PRESCRIPTIVE RIGHT BASED ON PUBLIC USE

STATE OF TEXAS §

COUNTY OF HIDALGO §

WHEREAS, there is located in Hidalgo County Precinct No. 4, a street or road known as Ted Garza Road (the "Road") which street or road is approximately 7520 feet in length,

WHEREAS, the Commissioners Court of Hidalgo County makes the following findings with respect to the Road based on the Affidavits and the Petition attached hereto:

a) That the Commissioners Court has received a petition signed by residents of Hidalgo County for acceptance of the Road into the Hidalgo County Road System upon finding of prescriptive right based on public use, a copy of such Petition attached hereto as Exhibit A.

b) That the Road has been openly used by the general traveling public for a continuous and uninterrupted period commencing at least ten years prior to the date of this Order as evidenced by affidavits of persons, a copy of such affidavits attached hereto as Exhibit B.

c) That such use by the general traveling public during such time has been under a claim of right which is adverse to the owner and not by mere permission, and the owner has acquiesced or failed to limit such use;

d) That such use by the general traveling public of the Road has established a defined way which has not been substantially changed during the ten previous years, which defined way is considered a public street or road by the general traveling public,

e) That the Road connects to a street or road currently incorporated within the Hidalgo County Road system; and

f) A Judgment in Cause No. B-15811 in the 93rd District Court in and for Hidalgo County, Texas styled Romulo Garza, et ux v. Pablo Garza Zamora, et al declaring the Road a public road, a copy of such judgment attached hereto as Exhibit C.

WHEREAS, THE COURT FURTHER FINDS that the Road has become a public way by virtue of such use;

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED based on the heretofore findings by the Commissioners Court of Hidalgo County, Texas, that the Road known as Ted Garza Road be occupied, used, and hereafter maintained by Hidalgo County, Texas as a public street or road, that the established road line of the Road as heretofore defined by public use be and it is hereby adopted as the legal road line; and that Precinct 4 of Hidalgo County, Texas, be and is hereby directed to place the Road upon the Official Road Map of Hidalgo County, Texas which Official Road Map is hereby amended to include the Road.

On motion of Commissioner _____, seconded by Commissioner _____

READ, PASSED, APPROVED, AND ORDERED this the _____ day of _____, 2015.

Hidalgo County, Texas

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr. County Clerk

PETITION FOR ACCEPTANCE OF ROAD INTO HIDALGO COUNTY ROAD SYSTEM
UPON FINDING OF PRESCRIPTIVE RIGHT BASED ON PUBLIC USE

The undersigned individual with knowledge of the streets and roads in Hidalgo County, Texas, Precinct 4, hereby requests the acceptance for maintenance as a county road by Hidalgo County, Texas, a portion of the public street or road in generally known as Ted Garza Road with a distance of 7,520 linear feet. (the "Road").

The undersigned Petitioner hereby represents and acknowledges:

a) That Petitioner has personal knowledge that the Road has been openly used by the general traveling public for a continuous and uninterrupted period commencing at least ten years prior to the date of this Petition, and that Petitioner has personally used and traveled the Road for all or a portion of such period;

b) That Petitioner claims the right to travel the Road and does not do so through consent of the owner of the Road, and further than Petitioner has never sought or received the consent or permission of the owner of the Road to travel the Road, and that Petitioner would continue to travel the Road even should the owner attempt to prohibit traffic;

c) That a defined way of travel has been established along the route of the Road as described above, which way of travel has been established by the general traveling public and which defined way is considered by Petitioner to be a public street or road by virtue of such use; and

d) That the Road connects to a street or road currently incorporated within the Hidalgo County Road System.

Petitioner further represents that:

(check any applicable provision)

_____ 1. The U.S. Postal Service utilizes the Road for mail delivery.

_____ 2. School bus traffic utilizes the Road.

✓ 3. Emergency fire, ambulance, or law enforcement traffic utilizes the Road.

✓ 4. Individuals other than property owners or residents regularly travel along the Road.

✓ 5. The Road has been previously maintained by Hidalgo County, Texas for at least ten (10) years.

Petitioner acknowledges that acceptance of the Road described above is not required as a matter of law, but is a discretionary act.

Petitioner further acknowledges that Hidalgo County, Texas, neither promises nor represents that it will reconstruct or improve the Road to a standard greater than the condition of the Road at the time of acceptance.

Petitioner: Sofia E. Ramirez
Printed Name: Sofia E. Ramirez
Address: 2019 Sam Houston circle
Carrollton, TX. 75006
Telephone No. 956-279-3934

Petitioner: Lucinda S. Cavazos
Printed Name: Lucinda S. Cavazos
Address: 512 W. Vine Ave
McAllen, TX 78501
Telephone No. 956-330-8608

Petitioner: María L. Ramírez
Printed Name: MARIA L. RAMIREZ
Address: 2019 SAM HOUSTON CIR.
CARROLLTON, TX 75006
Telephone No. 972-784-3102

Petitioner: Kris Kaiser
Printed Name: Kris Kaiser
Address: P.O. Box 319
Linn, TX. 78563
Telephone No. 956/369.0548

Petitioner: David A. Garza
Printed Name: David A. Garza
Address: 2911 Beanna St.
Austin, TX 78705

Petitioner: _____
Printed Name: _____
Address: _____
_____

EXHIBIT
B

September 3, 2015

To Whom It May Concern:

I, Sofia E. Ramirez, own a significant amount of property in the northern portion of Hidalgo County adjacent to a caliche road known as Ted Garza Road. This road is the only way I am able to access my property. It is to my knowledge that Hidalgo County Precinct 4 maintenance crews have been maintaining Ted Garza Road for over 20 plus years and still continue to maintain it today.

Respectfully,

Sofia E. Ramirez
(Printed Name)

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on September 3 2015 (date) by Sofia E Ramirez (name of person or persons acknowledging).

Notary Public

Printed Name: R. Nicole Morgan
My Commission Expires: 5/11/2019

RITA NICOLE MORGAN
Notary Public, State of Texas
My Commission Expires
May 11, 2019

September 3, 2015

To Whom It May Concern:

I, MARIA L. RAMIREZ, own a significant amount of property in the northern portion of Hidalgo County adjacent to a caliche road known as Ted Garza Road. This road is the only way I am able to access my property. It is to my knowledge that Hidalgo County Precinct 4 maintenance crews have been maintaining Ted Garza Road for over 20 plus years and still continue to maintain it today.

Respectfully,

Maria L. Ramirez
(Printed Name)

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on September 3 2015 (date) by Maria L. Ramirez (name of person or persons acknowledging).

Notary Public

Printed Name: R. Nicole Morgan
My Commission Expires: 5/11/2019

RITA NICOLE MORGAN
Notary Public, State of Texas
My Commission Expires
May 11, 2019

August 26, 2015

To Whom It May Concern:

I, Arturo Garza, a former Road and Bridge department Heavy Equipment Operator II with Hidalgo County Precinct 4, attest to the maintenance the precinct has been providing to a caliche road situated in the northern portion of Hidalgo County Precinct 4 known as Ted Garza Road for over 25 years. I was employed with Hidalgo County Precinct 4 from April 3, 1985 through December 31, 2014. The length of the County maintained portion of Ted Garza Road is approximately 1.43 miles due north from the north right of way line of Chapa Road up to the first cattle guard on said road.

Respectfully, 8.28.15

Arturo Garza
Former Motor Grader O
Hidalgo County Precinct 4

STATE OF TEXAS

COUNTY OF Hidalgo

This instrument was acknowledged before me on August 28 2015 (date) by Arturo Garza (name of person or persons acknowledging).

Notary Public

Printed Name: Jesus Maria Ozuna
My Commission Expires: 2-27-17

JESUS MARIA OZUNA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
2-27-2017

August 26, 2015

To Whom It May Concern:

I, Juan Manuel Carranza, a current Road and Bridge department director with Hidalgo County Precinct 4, attest to the maintenance the precinct has been providing to a caliche road situated in the northern portion of Hidalgo County Precinct 4 known as Ted Garza Road for over 25 years. I have been employed with Hidalgo County Precinct 4 since June 22, 1983. Hidalgo County Precinct 4 maintenance crews continue to maintain this road today. The length of the County maintained portion of Ted Garza Road is approximately 1.43 miles due north from the north right of way line of Chapa Road.

Respectfully,

Juan M. Carranza

Juan Manuel Carranza
Assistant Field Operations Director
Hidalgo County Precinct 4

STATE OF TEXAS

COUNTY OF Hidalgo

This instrument was acknowledged before me on August 31 2015 (date) by Juan M. Carranza (name of person or persons acknowledging).

Notary Public

Printed Name: Jesus Maria Ozuna
My Commission Expires: 2-27-17

JESUS MARIA OZUNA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
2-27-2017

September 18, 2015

To Whom It May Concern:

I, David A. Garza, own a significant amount of property in the northern portion of Hidalgo County adjacent to a caliche road known as Ted Garza Road. This road is the only way I am able to access my property. It is to my knowledge that Hidalgo County Precinct 4 maintenance crews have been maintaining Ted Garza Road for over 20 plus years and still continue to maintain it today.

Respectfully,

David A. Garza
(Printed Name)

STATE OF TEXAS

COUNTY OF Gonzales

This instrument was acknowledged before me on September 18 2015 (date) by Holly Barnhart (name of person or persons acknowledging).

Holly Barnhart
Notary Public

Printed Name: Holly Barnhart
My Commission Expires: 4-4-2018

HOLLY BARNHART
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 04-04-2018

September 17, 2015

To Whom It May Concern:

I, Kris Kallina, lease the hunting rights to La Nopalosa Ranch in northern Hidalgo County. I have had this lease since 1999. To access this property, I use a caliche road known as Ted Garza Road. It is to my knowledge that Hidalgo County Precinct 4 maintenance crews have been maintaining the road since and before I've been leasing the property.

Respectfully,

Kris Kallina

Kris Kallina
(Printed Name)

STATE OF TEXAS

COUNTY OF Willacy

This instrument was acknowledged before me on September 17 20 15 (date) by Kris Kallina (name of person or persons acknowledging).

Martin Cantu III
Notary Public

MARTIN CANTU III
Notary Public, State of Texas
My Commission Expires
December 23, 2017

Printed Name: Martin Cantu III
My Commission Expires: Dec. 23 2017

September 03, 2015

To Whom It May Concern:

I, Lucinda S Cavazos own a significant amount of property in the northern portion of Hidalgo County adjacent to a caliche road known as Ted Garza Road. This road is the only way I am able to access my property. It is to my knowledge that Hidalgo County Precinct 4 maintenance crews have been maintaining Ted Garza Road for over 20 plus years and still continue to maintain it today.

Respectfully,

Lucinda S. Cavazos
(Printed Name)

STATE OF TEXAS

COUNTY OF Hidalgo

This instrument was acknowledged before me on September 3 2015 (date) by Lucinda S Cavazos (name of person or persons acknowledging).

Notary Public

Printed Name: Joshua Olvera
My Commission Expires: October 6, 2018

JOSHUA C. OLVERA
Notary Public, State of Texas
My Commission Expires
OCTOBER 6, 2018

To Whom It May Concern:

I Rafael Guerra am familiar with a caliche road located in Hidalgo County, Texas known as Ted Garza Road. To my knowledge Ted Garza Road is considered by the public a public road and I have seen the public using Ted Garza Road as a public road in excess of ten years.

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on October 1, 2015 by Rafael Guerra (name of person or persons acknowledging).

ESTHER NAVARRO
Notary Public, State of Texas
My Commission Expires
April 01, 2018

Notary Public of State of Texas

Printed Name:
My Commission Expires: 4/1/2018

To Whom It May Concern:

I John C. Hart am familiar with a caliche road located in Hidalgo County, Texas known as Ted Garza Road. To my knowledge Ted Garza Road is considered by the public a public road and I have seen the public using Ted Garza Road as a public road in excess of ten years.

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on Oct. 1, 2015 by _____ (name of person or persons acknowledging).

NOTARY PUBLIC STATE OF TEXAS
Raul Benavides
My Commission Expires
04/26/2016

Notary Public of State of Texas

Printed Name:
My Commission Expires: 4-26-16

September 28, 2015

To Whom It May Concern:

I, Elia Garza Vicencio, was employed by ECISD as a bus driver from Aug 1981 to May 2012. I am familiar with the Ted Garza Road in northern Hidalgo County and can verify that it was used by ECISD busses during my tenure.

Respectfully,

Elia G Vicencio

Elia Garza Vicencio
(Printed Name)

STATE OF TEXAS

COUNTY OF Hidalgo

This instrument was acknowledged before me on Sep. 28 2015 (date) by Elia Garza Vicencio (name of person or persons acknowledging).

Raul Benavides
Notary Public

Printed Name: Raul Benavides
My Commission Expires: 4-26-16

NOTARY PUBLIC STATE OF TEXAS
Raul Benavides
My Commission Expires
04/26/2016

RAO:ler 4-8-47

EXHIBIT C

NO. B-15811

ROMULO GARZA, ET UX	§	IN THE 93RD DISTRICT COURT
VS	§	IN AND FOR
PABLO GARZA ZAMORA, ET AL	§	HIDALGO COUNTY, TEXAS

BE IT REMEMBERED, that on this the 2nd day of April, A. D. 1947, came on for hearing the above entitled and numbered cause; came the parties by their attorneys and announced to the Court that all parties to this suit had settled their differences, both on the plaintiffs' original suit, and as to the defendants' cross-action, and the parties desire that the Court, enter an agreed judgment,

It is therefore ORDERED, ADJUDGED, and DECREED by the court that the following judgment be, and the same is hereby entered as the agreed judgment between the parties.

There shall be set apart, and is hereby set apart for the public use, a Roadway 30 feet wide along the East side of Tracts 1, 2A, and 2B, beginning at the San Manuel Road, according to a map of Tract 60, recorded in Volume R, page 394, Probate Minutes of Hidalgo County, Texas. There is also set apart, a Roadway for the use of the public, a 30 foot strip along the East side of Tracts 2 and 3A of said map. The defendants have the right, at their option, to place a stock gap across said Roadway on the South side of Tract No. 2, to be placed on Tract 2B at such point as the defendants may think most convenient. The defendants have the right to place a fence along the West side of such 30 foot Roadway beginning at the South line of Tract 3, and connecting with the South line of Tract 2B. This 30 foot Roadway is hereby designated and set apart for the use of all parties to this suit, as well as the public, SAVE AND EXCEPT that the defendants have the right to place a Stock gap or Cattle Guard somewhere on Tract 2B, across said strip, so that cattle coming from a pasture North from Tract 3A can come down the land on the East sides of Tracts 2 and 3A, and go upon 2B.

The plaintiffs are to have an easement across Tracts 3 and 4, and all other lands north of there, belongting to the defendants, to lands north of Tract 4, owned by plaintiffs, for the purpose of going back and forth and hauling farm equipment back and forth between their home on Tract 2, and lands which the own North of Tract 4.

There is to be maintained close to the West side of Tract 2, on the line between Tracts 2 and 2B, a gate so that the children of either party desiring to catch a School Bus across the line from their homes can cross the line to whatever point necessary to catch the School Bus. This Gateway may also be used by any person delivering gasoline or oil or both, to either plaintiffs or defendants in passing from one tract to another, in order to avoid unnecessary travel by the truck delivering gasoline or oil to any of the parties. This gate is to be kept closed, but is never to be locked by either party.

The defendants are to erect a substantial gate out of wood or iron on the West side of the 30 foot strip on the Southeastern corner of Tract 2, so that plaintiffs will have an opening from the fence on the West side of the 50 foot lane to drive to their home. The plaintiffs may, if they desire, install a Cattle Guard at such point, but at their own expense. If such Cattle Guard is established, it will be built and maintained in such manner that defendants' stock or any of the stock cannot cross same. Plaintiffs may place a gate or Cattle Guard at any place they desire on the East side of Tracts 2 or 3A to enter the 30 foot Roadway mentioned.

The costs of this suit are to be paid one-half by plaintiffs, and one-half by defendants. Execution or Writ of Possession and all other process necessary to carry out this judgment may be issued at the instance of any party.

PRESIDING JUDGE

APPROVE:

OXFORD & ROBSON

By: Royce & Oxford

Royce & Oxford,
Attorneys for Defendants and Cross-plaintiffs

ATTORNEY FOR PLAINTIFFS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RATIFICATION OF EASEMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

This Ratification of Easement is made as of the 1st day of April, 2013, by Teodoro R. Garza (herein referred to as the "Owner"), whose address is P.O. Box 51, Linn, Texas 78563.

RECITALS

WHEREAS, the Owner owns record title to a 57 acre tract of land described as:

A tract of land containing 57.0 acres out of Shares 2 and 3A of the Partition of Tract No. 60 of the San Salvador del Tule Grant, Cause No. 192, Probate Court, Hidalgo County, Texas, and being more particularly described as follows:

Beginning at the Northeast corner of Share 3A;
Thence, South 9° 30' West with and along the East line of Share 3A and Share 2, a distance of 2169.3 feet;
Thence, North 80° 12' West 1144.6 feet;
Thence, North 9° 30' East 2169.3 feet to a point in the North line of Share 3A;
Thence, 80° 12' East with and along the North line of Share 3A, a distance of 1144.6 feet to the place of Beginning, the tract containing 57.0 acres, more or less (the "57 Acre Tract); and

WHEREAS, an agreed Judgment was signed on or about April 2, 1947, in Cause No. B-15611, in the 93rd District Court of Hidalgo County, Texas, whereby the parties thereto (Romulo Garza, et ux, and Pablo Garza Zamora, et al.) approved the creation of an easement on the East 30 feet of certain property described therein; and

WHEREAS, a copy of said agreed Judgment is attached hereto as Exhibit A; and

WHEREAS, the agreed Judgment refers to a map recorded in the Probate Minutes of Hidalgo County, Texas, and that a review of the specified Probate Minutes does not reveal the existence of such a map; and

WHEREAS, the Owner now wishes to ratify and confirm that the 57 Acre Tract is included within the description of lands subject to the easement created by the agreed Judgment.

NOW, THEREFORE, the Owner hereby ratifies and confirms that the 57 Acre Tract is a part of property described in the agreed Judgment as being lands owned by Plaintiff Romulo Garza, et ux, and as being subject to the easement on the East 30 feet of Tracts 1, 2A, and 2B as identified and described in said agreed Judgment.

This Ratification is executed, delivered and recorded for the purpose of confirming the rights of the specified landowners to the North of the 57 Acre Tract to have use of the East 30 feet of the said 57 Acre Tract for the full purposes and extent provided in the agreed Judgment.

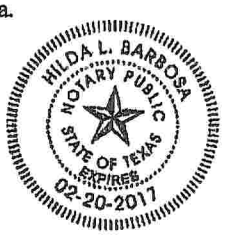
Executed and effective as of the date set out above.

Teodoro R. Garza
TEODORO R. GARZA

STATE OF TEXAS § **Acknowledgment**

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 30th day of April, 2013, by Teodoro R. Garza.



Hilda L. Barbosa
NOTARY PUBLIC, STATE OF TEXAS

AI-51732 **Budget and Management** **18. A.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

CO2009 (1439)
1. Approval of 2015 appropriation of funds with interfund to Refunding Bonds 2015B fund (1448) in the total amount of $119,925.69 to pay advance to refunding escrow.
Refunding Bonds 2007 (1438)
2. Approval of 2015 appropriation of funds with interfund to Refunding Bonds 2015C fund (1449) in the total amountof $163,509.08 to pay advance to refunding escrow.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-14XX-XXX-0X-000-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/8/15 in Unassigned Fund Balance from CO2009 to Ref Bonds 2015B.

FISCAL YEAR: 2015 ACCT. #: 5-14XX-XXX-0X-000-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 10/8/15 in Unassigned Fund Balance from Ref Bonds 2007 to Ref Bonds 2015C.

Attachments

LITs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/08/2015 02:39 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Maria Medina		Started On: 10/08/2015 01:39 PM
Final Approval Date: 10/09/2015		

DATE: October 8, 2015

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME	
5 -1439 -491 -01 -000 -448 -0 -891	TRANSFERS OUT-REF BONDS, 2015B	$	119,925.69
5 -1448 -391 -01 -000 -439 -0 -000	TRANSFERS IN-CERT OF OBLIG, 2009		119,925.69
5 -1448 -477 -00 -000 -000 -0 -867	REF BONDS 2015B-ADVANCE REFUNDING ESC		119,925.69
5 -1438 -491 -01 -000 -449 -0 -891	TRANSFERS OUT-REF BONDS, 2015C		163,509.08
5 -1449 -391 -01 -000 -438 -0 -000	TRANSFERS IN-REF BONDS, 2007		163,509.08
5 -1449 -477 -00 -000 -000 -0 -867	REF BONDS 2015C-ADVANCE REFUNDING ESC		163,508.08
	Effect to Budgeted Fund Balance Fund 1438	$	(163,509.08)
	Effect to Budgeted Fund Balance Fund 1439	$	(119,925.69)
	Effect to Budgeted Fund Balance Fund 1448	$	-
	Effect to Budgeted Fund Balance Fund 1449	$	-

REASON: To appropriate from fund balance in refunded debt service funds 1438 and 1439 and transfer to the new refun debt service funds 1448 and 1449 in order to pay advance to refunding escrow.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget

Memorandum

To: Honorable Norma Garcia, County Treasurer
Ray Eufracio, CPA, County Auditor

From: Sergio Cruz, Budget Officer SC

Date: Wednesday, October 07, 2015

Subject: Limited Tax Refunding Bonds, Series 2015B
Limited Tax Refunding Bonds, Taxable Series 2015C

Please accept this memorandum as a formal request for your office to issue a wire transfer on Tuesday, October 13, 2015, in the amount of Two Hundred Eighty Three Thousand, Four Hundred Thirty-Four and 77/100 dollars ($283,434.77) to the Bank of New York Mellon (Paying Agent) for the above mentioned from the County's Debt Service Fund.

Instructions for wiring funds to the Paying Agent are as follows:

Bank:	The Bank of New York Mellon Trust Company, N.A.
ABA#:	021 000 018
Account:	4284898400
Account Name:	Hidalgo County, Texas 2015[A,B,C]
Contact:	Tony Hongnoi (214)468-6536
	tony.hongnoi@bnymellon.com

2015B Bonds	2015C Bonds	Total
$119,925.69	$163,509.08	$283,434.77

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1438 REFUNDING BONDS,SERIES 2007				
5-1438-202-00-000-000-0-000 REF BONDS 2007-ACCOUNTS PAYABLE	.00	.00	.00	.00
5-1438-241-00-000-000-0-000 REF BONDS 2007-UNAVAILABLE REVENUE	1,234,618.95	.00	-1,127,188.01	107,430.94
Total Liabilities	**1,234,618.95**	**.00**	**-1,127,188.01**	**107,430.94**
5-1438-270-00-000-000-0-000 REF BONDS 2007-BUDGETED FUND BALANCE	.00	.00	-61,505.50	-61,505.50
5-1438-258-00-000-000-0-000 REF BONDS 2007-UNASSIGNED FUND BALANCE	590,791.32	.00	.00	590,791.32
Total Equity	**590,791.32**	**.00**	**-61,505.50**	**529,285.82**
5-1438-275-00-000-000-0-000 REF BONDS 2007-ESTIMATED REVENUES	.00	.00	-1,154,677.00	-1,154,677.00
5-1438-276-00-000-000-0-000 REF BONDS 2007-REVENUE CONTROL	.00	.00	1,174,578.02	1,174,578.02
5-1438-271-00-000-000-0-000 REF BONDS 2007-APPROPRIATIONS	.00	.00	1,216,182.50	1,216,182.50
5-1438-272-00-000-000-0-000 REF BONDS 2007-EXPENDITURE CONTROL	.00	.00	-1,215,182.50	-1,215,182.50
5-1438-273-00-000-000-0-000 REF BONDS 2007-ENCUMBRANCE CONTROL	.00	.00	.00	.00
5-1438-274-00-000-000-0-000 REF BONDS 2007-RESERVED FOR ENCUMBRANCES	.00	.00	.00	.00
Total Controls	**.00**	**.00**	**20,901.02**	**20,901.02**
Total Equity and Control	**590,791.32**	**.00**	**-40,604.48**	**550,186.84**
Total Liabilities and Equity	**1,825,410.27**	**.00**	**-1,167,792.49**	**657,617.78**
Other Sources/Uses	**.00**	**.00**	**.00**	**.00**
*Fund is in Balance .00				

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1439	**CERTIFICATES OF OBLIGATION, SERIES 2009**				
5-1439-202-00-000-000-0-000	CO 2009-ACCOUNTS PAYABLE	.00	.00	.00	.00
5-1439-241-00-000-000-0-000	CO 2009-UNAVAILABLE REVENUE	2,055,940.37	.00	-1,812,107.13	243,833.24
	Total Liabilities	**2,055,940.37**	**.00**	**-1,812,107.13**	**243,833.24**
5-1439-270-00-000-000-0-000	CO 2009-BUDGETED FUND BALANCE	.00	.00	-113,876.76	-113,876.76
5-1439-258-00-000-000-0-000	CO 2009-UNASSIGNED FUND BALANCE	538,094.20	.00	.00	538,094.20
	Total Equity	**538,094.20**	**.00**	**-113,876.76**	**424,217.44**
5-1439-275-00-000-000-0-000	CO 2009-ESTIMATED REVENUES	.00	.00	-1,880,117.00	-1,880,117.00
5-1439-276-00-000-000-0-000	CO 2009-REVENUE CONTROL	.00	.00	1,914,029.02	1,914,029.02
5-1439-271-00-000-000-0-000	CO 2009-APPROPRIATIONS	.00	.00	1,993,993.76	1,993,993.76
5-1439-272-00-000-000-0-000	CO 2009-EXPENDITURE CONTROL	.00	.00	-1,993,243.76	-1,993,243.76
5-1439-273-00-000-000-0-000	CO 2009-ENCUMBRANCE CONTROL	.00	.00	.00	.00
5-1439-274-00-000-000-0-000	CO 2009-RESERVED FOR ENCUMBRANCES	.00	.00	.00	.00
	Total Controls	**.00**	**.00**	**34,662.02**	**34,662.02**
	Total Equity and Control	**538,094.20**	**.00**	**-79,214.74**	**458,879.46**
	Total Liabilities and Equity	**2,594,034.57**	**.00**	**-1,891,321.87**	**702,712.70**
	Other Sources/Uses	**.00**	**.00**	**.00**	**.00**
	*Fund is in Balance .00				

AI-51741 **Budget and Management** **18. B.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office (1100):
Approval of the following salary schedule changes, effective date of 09/14/15 :

280-001 Slot #0106	Sr. Deputy Sheriff Step IV	$47,734.00	Deputy Sheriff Step I	$39,140.00
280-001 Slot #0031	Sergeant Step I	$47,539.00	Sergeant Step III	$50,733.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

Attachments

Fiscal Note

pars

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/08/2015 04:19 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Debbie Tamez		Started On: 10/08/2015 03:18 PM
Final Approval Date: 10/09/2015		

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, October 13, 2015 Agenda Item: 51741

Summary of request/proposal:
SHERIFF'S OFFICE (1100) -
Approval of the following personnel actions, effective date of 09/14/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Sheriff Step I	0106	113	47,734.00	39,140.00	(8,594.00)
1100	Sergeant Step III	0031	113	47,539.00	50,733.00	3,194.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
				95,273.00	89,873.00	(5,400.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	($1,634.48)
5-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF-	FICA	($125.04)
5-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	($173.75)
5-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	($9.81)
5-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	($51.00)
			2015 Budgetary Impact	($1,994.08)

2016 Budgetary Impact: ($6,584.22)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-9-2015

CURRENT POSITION TITLE: SR. DEPUTY SHERIFF STEP IV **CURRENT SLOT. #:** 001-106

REQUESTED POSITION TITLE: DEPUTY SHERIFF STEP I
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary schedule change

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

POSITION SALARY REQUEST:

DT

Salary Amount: $ $47,734.00 (Current Budgeted Salary) $ $39,140.00 (Proposed Budgeted Salary) $ ($8,594.00) (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

5

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

SALARY SCHEDULE CHANGE.

Note: AI-51741 approved by Commissioners' Court on 10.13.15.

afr

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/5/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	10/16/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-9-2015

CURRENT POSITION TITLE: SERGEANT STEP I **CURRENT SLOT. #:** 001-031

REQUESTED POSITION TITLE: SERGEANT STEP III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary schedule change

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

POSITION SALARY REQUEST:

Salary Amount: $ $47,539.00 (Current Budgeted Salary) $ $50,733.00 (Proposed Budgeted Salary) $ $3,194.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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)

SALARY SCHEDULE CHANGE.

Note: AI-51741 approved by Commissioners' Court on 10-13-15.
Agn

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/9/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	10/16/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	10/19/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-51647 **Budget and Management** **18. C.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Title IV-E Child Welfare Services (1100):
1. Approval of the revised Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign required documents.

BACKGROUND

As per the Texas Department of Family & Protective Services, budget form must be revised and resubmitted.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

STATE FY 2016
The County matches 100% of all costs related to Title IV-E County Child Welfare Services. However, the Texas Department of Family and Protective Services reimburses the county for part of the expenses when the County handles Title IV-E cases. Actual reimbursement is based on Eligible Population Rate (EPR) in effect for the county during the month in which the expenses are incurred. The reimbursement is then receipted in a General Fund revenue account number (5-1100-331-12-360-001-0-000).

Attachments

Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2015 01:45 PM
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Debbie Tamez		Started On: 10/02/2015 11:43 AM
Final Approval Date: 10/09/2015		

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Summary			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Cost Category	***Estimated Total Expenses Allocable to Title IV-E***	***Total Anticipated Federal Reimbursement***	***Total Anticipated County Match***
A. Administration			
A.1. Direct Personnel Salaries	$83,437.32	$18,280.28	$65,157.04
A.2. Direct Personnel Fringe Benefits	$34,010.27	$7,451.31	$26,558.96
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$0.00	$0.00	$0.00
A.5. Direct Equipment	$0.00	$0.00	$0.00
A.6. Direct Other Costs	$2,000.00	$438.18	$1,561.82
Total Administration	*$119,447.59*	*$26,169.77*	*$93,277.82*
B. Training			
B.1. Title IV-E Training (75%)	$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (65%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	*$0.00*	*$0.00*	*$0.00*
C. Supplemental Foster Care Maintenance (SFCM)			
Total SFCM	*$4,700.00*	*$2,685.11*	*$2,014.89*
D. Indirect Costs (if applicable)			
Indirect Cost Base	*$0.00*	*$0.00*	*$0.00*
Grand Total	**$124,147.59**	**$28,854.88**	**$95,292.71**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:** **43.818%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

*** Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:** **57.13%**

Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **0.000%**

Contractor Certification

Signature _____ *Date* _____

Ramon Garcia, County Judge

Printed Name & Title

Texas Dept. of Family
and Protective Services

Form 2030CWIVE

Budget for Title IV-E
County Child Welfare Services Contract

Administration
A.1. Direct Personnel Salaries

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Human Services Technician	$2,328.47	100%	12	$27,941.64	$6,121.73	$21,819.91
Human Services Technician	$2,372.38	100%	12	$28,468.56	$6,237.18	$22,231.38
Human Services Technician	$2,252.26	100%	12	$27,027.12	$5,921.37	$21,105.75
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
				$0.00	$0.00	$0.00
			Total Direct Personnel Salaries	$83,437.32	$18,280.28	$65,157.04

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.2. Direct Personnel Fringe Benefits			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Type of Fringe Benefits	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Health Insurance	$17,852.13	$3,911.22	$13,940.91
Life Insurance	$113.13	$24.79	$88.34
FICA	$6,382.95	$1,398.44	$4,984.51
Retirement	$8,869.40	$1,943.20	$6,926.20
Unemployment Compensation	$500.62	$109.68	$390.94
Workers' Compensation	$292.04	$63.98	$228.06
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$34,010.27	$7,451.31	$26,558.96

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.3. Direct Personnel Travel			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Travel	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.4. Direct Materials and Supplies			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Materials and Supplies (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Materials and Supplies	$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.5. Direct Equipment				
County:	Hidalgo County			
Contract Number:	23941009			
Budget Effective Date:	10/1/2015-9/30/2016			
Equipment (description)	**Method Used** (rent/lease/ purchase)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Total Direct Equipment		$0.00	$0.00	$0.00

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Administration A.6. Direct Other Costs			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Court Costs & Investigation	$2,000.00	$438.18	$1,561.82
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Other Costs	$2,000.00	$438.18	$1,561.82

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training

B.1. Title IV-E Training (75%)

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 75% FFP)	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training

B.2. Title IV-E Fostering Connections Training (65%)

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Attendees	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 65% FFP)	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

B. Training

B.3. Non-Title IV-E Training (50%)

County: Hidalgo County

Contract Number: 23941009

Budget Effective Date: 10/1/2015-9/30/2016

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transportation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

* estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

C. Supplemental Foster Care Maintenance (SFCM)			
	County:	Hidalgo County	
	Contract Number:	23941009	
	Budget Effective Date:	10/1/2015-9/30/2016	
Other Costs (description)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated FMAP)**	**Anticipated County Match**
Allowances		$0.00	$0.00
Clothing	$1,200.00	$685.56	$514.44
Gifts		$0.00	$0.00
Graduation Expenses		$0.00	$0.00
Personal Items		$0.00	$0.00
Room and board	$2,000.00	$1,142.60	$857.40
Reasonable Child Specific Travel	$1,500.00	$856.95	$643.05
Total Direct Other Costs	$4,700.00	$2,685.11	$2,014.89

* estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030CWIVE

Budget Narrative

County:	**Hidalgo County**
Contract Number:	**23941009**
Budget Effective Date:	**10/1/2015-9/30/2016**

Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County

A. Administration

A.1. Direct Personnel Salaries

Salaries of employees that will be assigned tasks to help meet the work constraints facing Child Protective Services (CPS). These individuals function as assistants to agency staff and supervisors in providing human services to Child Protective Services (CPS) clients. The staff is assigned Title IV-E activities and cases that meet Title IV-E criteria to allow for potential reimbursement by the State. The salaries set forth for all employees cover full time work status. the total amount is $83,437.32 for the Human Services Technician salaries, including longevity pay.

A.2. Direct Personnel Fringe Benefits

Fringe benefits of employees performing Title IV-E activities as Human Services Technicians.

A.3. Direct Personnel Travel

A.4. Direct Materials and Supplies

A.5. Direct Equipment

A.6. Direct Other Costs

Costs associated with court costs & investigation.

B. Training

B.1. Title IV-E Training (75%)

B.2. Title IV-E Fostering Connections Training (65%)

B.3. Non-Title IV-E Training (50%)

C. Supplemental Foster Care Maintenance (SFCM)

Costs associated with providing the children with clothing/uniforms, reasonable child specific travel, and for room and board to be used when the children need to be placed in a facility or hotel for child care.

D. Indirect Costs (if applicable)

AI-51005 **Purchasing Department** **19. A. 1.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the responsible vendors submitting the lowest and best bids [as detailed in tabulation sheet contained herein including meeting the specifications/requirements set forth in approved bid packet] for the multiple awards and approval of contracts for Request for Bids titled: Hidalgo County (all funding sources)-"Lubricants [Grease-Oil-Hydraulic Fluid & Anti-Freeze] Products" through project No.: 2015-208-08-12-SGS.

BACKGROUND

1. 1o packets were sent out/distributed to vendors.
2. Received 3 responses, with one not meeting Specifications/Requirements.
3. Contract will commence on November 11, 2015
4. Contract document was reviewed and approved by Legal Counsel, as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-610

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

BUDGETARY IMPACT:

Funds available as of 10/7/15.

on an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-004-0-610

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

BUDGETARY IMPACT:

Funds available as of 10/7/15.

on an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-610

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

BUDGETARY IMPACT:

Funds available as of 10/7/15.

on an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-610

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

BUDGETARY IMPACT:

Funds available as of 10/7/15.

on an "as needed basis"

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-610

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

BUDGETARY IMPACT:

Funds available as of 10/7/15.

on an "as needed basis"

Attachments

Recommendation, tab , participation log
C-15-208-10-13
C-15-208-A-10-13

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/30/2015 01:50 PM
Budget & Management	Veronica Ortiz	09/30/2015 01:53 PM
Glinda Pacheco	Glinda Pacheco	10/07/2015 01:50 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Sandy Suarez		Started On: 08/20/2015 02:40 PM
Final Approval Date: 10/09/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO **Hon. AC Cuellar, Jr. Commissioner**
Hidalgo County Precinct #1

ATTN: Raul Lozano/Katia Garcia

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **August 17, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-208-08-12– SGS - **HIDALGO COUNTY**
"Lubricants (Grease-Oil-Hydraulic Fluids & Anti-Freeze) Products"

We have received **two** (2) qualified bid responses in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **FRIDAY, August 21, 2015 @ 11:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** 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: sandy.suarez@co.hidalgo.tx.us.**

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.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Arguindegui	
2. Arnold Oil	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1200-431-00-121-005-0-610

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	8/17/15

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO Hon. Eduardo "Eddie" Cantu, Commissioner
Hidalgo County Precinct # 2

ATTN: Armando Pompa/ Yolanda Cisneros

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: August 17, 2015

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-208-08-12– SGS - **HIDALGO COUNTY**
"Lubricants (Grease-Oil-Hydraulic Fluids & Anti-Freeze) Products"

We have received Two qualified bid responses in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

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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.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. AWARD TO THE LOWEST BIDDER.	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1200-431-00-122-004-0-610
5-1200-431-00-122-006-0-610

	ARMANDO POMPA	FIELD OPERATIONS (Pct 2)	8/18/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Pct 2

Zimbra **sandy.suarez@co.hidalgo.tx.us**

Recommendations

From : Yolanda Cisneros <yolanda.cisneros@co.hidalgo.tx.us> Tue, Aug 18, 2015 03:16 PM

3 attachments

Subject : Recommendations

To : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>

Recommendations:

Bid #2015-210-08-12-SGS - Award to Upper Valley Materials (CAPA)
Bid #2015-208-08-12-SGS - Award to Multiple Bidders/ Lowest Bidder.

If you have any questions do not hesitate to call me.

Thank you,

Yoli M. Cisneros
Administrative Assistant II

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

4011 So. Veterans Blvd.
San Juan, TX 78589
Office * (956) 787-1891 Ext. 2002
Fax * (956)787-4683

HIDALGO COUNTY
PRECINCT 2
COMMISSIONER EDDIE CANTU

NEW Pct 2 Logo FINAL (1).png
41 KB

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: Hon. Joe Flores, Commissioner
Hidalgo County Precinct # 3

ATTN: Norma Ceballos

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: August 17, 2015

RE: BID AWARD RECOMMENDATION REQUEST
Bid No. 2015-208-08-12– SGS - HIDALGO COUNTY
"Lubricants (Grease-Oil-Hydraulic Fluids & Anti-Freeze) Products"

We have received ONE qualified bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your respouse no later than Friday, August 21, 2015 @ 11:00 a.m. to be able to present to Commissioner's Court as soon as possible. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956)-292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us.

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.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. To lowest bidder on each Category	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1200-431-06-123-005.0-610
one all other funds

	Joe M Flores	Pct #3	8/21/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Pct 3

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

E-MAILED AUG 19 2015

MEMORANDUM

(Department's Recommendation)

RECEIVED AUG 20 2015 By 10:55

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct # 4

ATTN: Sandra Solis/ Roman Rodriguez

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **August 17, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-208-08-12– SGS - **HIDALGO COUNTY**
"Lubricants (Grease-Oil-Hydraulic Fluids & Anti-Freeze) Products"

We have received **ONE** qualified bid in reference with the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Friday, August 21, 2015 @ 11:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** 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: sandy.suarez@co.hidalgo.tx.us.**

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.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Arguindegui Oil Co. TX	
2. Arnold oil TX.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1200-431-00-124-007-0-610

Regina Sal	Regina Salinas	Pct 4	8/19/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Pct 4

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: **Capt. Richard Ozuna**
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Purchasing Specialist

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **August 17, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-208-08-12– SGS - **HIDALGO COUNTY**
"Lubricants (Grease-Oil-Hydraulic Fluids & Anti-Freeze) Products"

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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.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.	AWARD TO Multiple
2.	Vendors Lowest Bid

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1100-421-00-280-001-0-610

Emilia Noriega	Emilia Noriegas	Sheriff's Office	8/21/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

RECEIVED
AUG 24 2015

2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

To: **Daniel Flores, Facilities Manager**
Hidalgo County Facilities Management

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **August 17, 2015**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2015-208-08-12– SGS - **HIDALGO COUNTY**
"Lubricants (Grease-Oil-Hydraulic Fluids & Anti-Freeze) Products"

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We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Friday, August 21, 2015 @ 11:00 a.m.** to be able to present to Commissioner's Court **as soon as possible.** 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: sandy.suarez@co.hidalgo.tx.us.**

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.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Arguindegui Oil	
2. King Cooperation	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 5-1100-419-40-220-001-0-610

	Daniel Flores	220	8/24/15
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

HIDALGO COUNTY
TABULATION SHEET-RFB 2015-208-08-12-SGS
"LUBRICANTS (GREASE OIL, HYDRAULIC FLUIDS & ANTI-FREEZE) PRODUCTS"

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

OPTION 1

1 **Diesel Engine Lubricants-NIGP COMMODITY CODE 405-90**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk

1A **SAE15W-40** meeting the following specifications: **NIGP COMMODITY CODE 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Arguindegui Oil Co. II Ltd Laredo, Texas arr, Texas			**King Corportion/dba Arnold Oil Company Mercedes, Texas**		
	Brand	**Product No.**	**Price Per Unit**	**Brand**	**Product No.**	**Price Per Unit**
Quart	Conoco Fleet	Supreme FC 15W40	3.59	Motorcraft	3711	44.33 cs
Gallon	Conoco Fleet	Supreme FC 15W40	11.30			NO BID
5 Gallon	AOC Premium	CJ-4 15W40	38.21			NO BID
55 Gal EC Fleet Supreme	AOC Premium	CJ-4 15W40	345.40	Motorcraft	3716	663.94
Bulk	AOC Premium	CJ-4 15W40	7.29			NO BID

1B **SAE 10W** meeting the following specifications: **NIGP COMMODITY CODE 405-90**
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	**Product No.**	**Price Per Unit**	**Brand**	**Product No.**	**Price Per Unit**
Quart			NO BID			NO BID
Gallon			NO BID			NO BID
5 Gallon			NO BID			NO BID
55 Gallon			NO BID			NO BID
Bulk			NO BID			NO BID

1C **SAE 30W** meeting the following specifications: **NIGP COMMODITY CODE 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	**Product No.**	**Price Per Unit**	**Brand**	**Product No.**	**Price Per Unit**
Quart			NO BID			NO BID
Gallon	Conoco T5X	HP30	11.87			NO BID
5 Gallon			NO BID			NO BID
55 Gallon			NO BID	Purus	Flt 30w 2936	366.43
Bulk			NO BID			NO BID

1D **SAE 40W** meeting the following specifications:CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN**NIGP COMMODITY CODE 405-90**

	Brand	**Product No.**	**Price Per Unit**	**Brand**	**Product No.**	**Price Per Unit**
Quart			NO BID			NO BID
Gallon	Conoco T5X	HD40	11.21			NO BID
5 Gallon			NO BID			NO BID
55 Gallon	Conoco T5X	HD40W	490.24	Purus	2946	379.40
Bulk	Conoco T5X	HD40W	8.46			NO BID

1E. **Rotella T** (15 W-40 C J 4) **NIGP COMMODITY CODE 405-90**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart	Conoco Fleet	EC 15w40	3.59	Shell	3711	40.96 cs
Gallon	Conoco Fleet	EC 15w40	11.30			NO BID
5 Gallon	AOC Premium	CJ-4 15w40	38.21	Shell	3714	67.04
55 Gallon	AOC Premium	CJ-4 15w40	345.40	Shell	3716	691.75
Bulk	AOC Premium	CJ-4 15w40	7.29 gal			NO BID

2 **Gasoline Engine Lubricants NIGP COMMODITY CODE 405-39**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A **SAE 5W-30** **NIGP COMMODITY CODE 405-39**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart	Conco Super	AS5w30	3.20	Motorcraft	3601	44.24 cs
Gallon			NO BID			NO BID
5 Gallon	AOC Premium	5w30	28.20			NO BID
55 Gallon	AOC Premium	5w30	310.20	Motorcraft	3606	647.54
Bulk	AOC Premium	5w30	5.64 gal			NO BID

2B **SAE10W-30 NIGP COMMODITY CODE 405-39**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart	Conco Super	AS10w30	3.20	Motorcraft	3611	42.95 cs
Gallon			NO BID			NO BID
5 Gallon	AOC Premium	10w30	28.20			NO BID
55 Gallon FormulaShell	AOC Premium	10w30	310.20			NO BID
Bulk	AOC Premium	10w30	5.64 gal			NO BID

2C **SAE5W-20 NIGP COMMODITY CODE 405-39**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart	Conco Super	AS 5w20	3.20	Motorcraft	3641	49.93 cs
Gallon			NO BID			NO BID
5 Gallon	AOC Premium	5w20	28.20	Motorcraft	3645	73.64
55Gal Prem Synthetic Blend	AOC Premium	5w20	310.20	Motorcraft	3646	647.59
Bulk	AOC Premium	5w20	5.64 gal			NO BID

2D **SAE30** **NIGP COMMODITY CODE 405-39**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart			NO BID			NO BID
Gallon			NO BID			NO BID
5 Gallon			NO BID			NO BID
55 Gallon			NO BID	Purus	2936	366.43
Bulk			NO BID			NO BID

2E **SAE40 NIGP COMMODITY CODE 405-39**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart			NO BID			NO BID
Gallon			NO BID			NO BID
5 Gallon			NO BID			NO BID
55 Gallon			NO BID	Purus	2946	379.40
Bulk			NO BID			NO BID

2F **SAE5W-20 SIMI SYNTHETIC NIGP COMMODITY CODE 405-39**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart	Conoco Super	AS 5w20	3.20			NO BID
Gallon			NO BID			NO BID
5 Gallon	AOC Premium	5w20	28.20			NO BID
55 Gallon	AOC Premium	5w20	310.20	Motoercraft	3646	647.54
Bulk	AOC Premium	5w20	5.64 gal			NO BID

2G **SAE2W-50 NIGP COMMODITY CODE 405-39**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart			NO BID	Castrol	3661.6	20.45 cs
Gallon			NO BID			NO BID
5 Gallon			NO BID			NO BID
55 Gallon			NO BID	Castrol	3666	810.93
Bulk			NO BID			NO BID

3 Automatic Transmission Lubricants NIGP COMMODITY CODE 405-36
Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF** meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart	Conoco Super	ATF	2.96	Castrol	5511	24.99 cs
Gallon			NO BID			NO BID
5 Gallon	AOC Premium	MD111ATF	26.80	Castrol	5514	39.47
55Gallon **Formula Shell**	AOC Premium	MD111ATF	294.80			NO BID

3B **Type F ATF** meeting Ford M2C33-F specifications **NIGP COMMODITY CODE 405-36**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Quart	Conoco	Type F ATF	3.45	Motorcraft	5521	45.14 cs
Gallon			NO BID			NO BID
5 Gallon			NO BID			NO BID
55 Gallon			NO BID			NO BID

3C **Mercon 5 - Trasmission Fluid NIGP COMMODITY CODE 405-36**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
12 / 1 Qt.	Conoco	Versa Tran	4.42	Motorcraft	5511V	54.28 cs
16 Gallon			NO BID			NO BID
55 Gallon	Conoco	Versa Tran	959.59			NO BID

3D Allison – Castrol Transmission TranSynd **NIGP COMMODITY CODE 405-36**

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
12 / 1 Qt.			NO BID			NO BID
16 Gallon			NO BID			NO BID
55 Gallon	Conco	Syrcon HP ATF	1649.31	Castrol	59.16	1662.29

4 Tractor Hydraulic Fluids NIGP COMMODITY CODE 405-51
Made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
5 Gal Steiner Hydraulic Oil	AOC Premium	THF	28.13	Purus	5534	36.15
55 Gal Lubriguard 303	AOC Premium	THF	309.47	Purus	55.36	311.56

5 Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE 405-57
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
35# Pail			NO BID			NO BID
120 Lb Keg			NO BID			NO BID
400 Lb Drum Spirax			NO BID			NO BID

5A SAE 80W-90 Gear lubricant meeting the following specifications: NIGP COMMODITY CODE 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
35# Pail	Conoco	UGL 80w90	55.74	Purus	4924	39.26
120 Lb Keg	Conoco	UGL 80w90	179.35	Purus	4925	142.78
400 Lb Drum	Conoco	UGL 80w90	555.59	Purus	4926	438.13

5B SAE 85W-140 Gear lubricant meeting the following specifications: NIGP COMMODITY CODE 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
35# Pail	Conoco	UGL 85w/40	55.74	Purus	41.44	40.37
120 Lb Keg	Conoco	UGL 85w/40	179.35	Purus	4145	143.75
400Lb Drum	Conoco	UGL 85w/40	555.59	Purus	4146	441.23

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: NIGP COMMODITY CODE 405-57
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
35# Pail	Conoco	Triton Syn	148.31	Coastal	4904	85.19
120 Lb Keg			NO BID			NO BID
400 Lb Drum Spirax	Conoco	Triton Syn	1665.63			NO BID

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
35# Pail	Conoco	Triton Syn	157.71	Costal	5504	89.17
120 Lb Keg			NO BID			NO BID
400 Lb Drum	Conoco	Triton Syn	1783.53			NO BID

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
35# Pail	AOC Premium	Syn Trans	157.71			NO BID
120 Lb Keg			NO BID			NO BID
400 Lb Drum	AOC Premium	Syn Trans	1783.53			NO BID

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE 405-90

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
35# Pail	Conco	Power Drive	76.12	Purus	5714	49.16
120 Lb Keg			NO BID			NO BID
400 Lb Drum CAT	Conoco	Power Drive	650.29	Purus	5716	458.64

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE 405-90

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
35# Pail	Conoco	Power Drive	76.24	Purus	5814	50.39
120 Lb Keg			NO BID			NO BID
400 Lb Drum CAT	Conoco	Power Drive	797.82	Purus	5816	464.78

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs. NIGP COMMODITY CODE 405-51

6A ISO 32 NIGP COMMODITY CODE 405-51

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
5 Gallon	Conoco	Mega Flow AW32	45.56	Purus	1714	33.21
55 Gallon	Conoco	Mega Flow AW32	419.06	Purus	1716	279.72

6B ISO 46 NIGP COMMODITY CODE 405-51

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
5 Gallon	Conoco	Mega Flow AW46	45.56	Purus	1724	33.21
55 Gallon	Conoco	Mega Flow AW46	419.06	Purus	1746	279.72

6C ISO 68 NIGP COMMODITY CODE 405-51

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
5 Gallon	Conoco	Megaflow AW68	44.21	Purus	1734	33.21
55 Gallon	Conoco	Megaflow AW68	428.76	Purus	1736	279.72

6D ISO 100 NIGP COMMODITY CODE 405-51

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
5 Gallon Quincy	Conoco	Megaflow AW/100	59.50			NO BID
55 Gallon	Conoco	Megaflow AW/100	756.82			NO BID

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering NIGP COMMODITY CODE 405-85

7A Brake Fluid NIGP COMMODITY CODE 405-85

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Pint			NO BID	Federated	BF12	1.38
Quart			NO BID	Costal	BFQT	3.20
Gallon-Shell			NO BID			NO BID

7B Power Steering Fluid NIGP COMMODITY CODE 405-85

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Pint			NO BID	Tru-south	PS	.85
Quart			NO BID	Costal	PSQT	2.00
Gallon-Gunk			NO BID			NO BID

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gal NIGP COMMODITY CODE 405-51

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
5 Gallon			NO BID			NO BID
55 Gallon			NO BID			NO BID

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums NIGP COMMODITY CODE 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Case 10	Conoco	Dyna Life HT#2	23.08	Mystik	7250	2.64 tube
35# Pail	Conoco	Dyna Life HT#2	81.94	Mystik	7254	97.24
120 # Keg-Mystik	Conoco	Dyna Life HT#2	276.71	Mystik	7255	318.40
55 Gallon	Conoco	Dyna Life HT#2	922.35			NO BID

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Case 10-CAT	Conoco	Megaplex XD3#2	31.55	Castrol	7200	3.47 tube
35# Pail	Conoco	Megaplex XD3#2	117.56			NO BID
120 # Keg-CAT	Conoco	Megaplex XD3#2	432.71	Castrol	7205	423.53

CLASS 060- AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE 060-03 ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
1 Gallon			NO BID			NO BID
55Gallon-Shell zone	AOC Premium	Coolant Plus 100%	377.00	KOS	ANTI55 50/50	262.63

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE 060-03 CAT EC-1, TMC RP 329, TMC RP 338, Matching Catepillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
1 Gallon			NO BID	Purus	Elc 50/50	8.99
55 Gallon	AOC Premium	ELC 50/50	275.80	Purus	ElC 55 50/50	369.19

10 C Volvo-Antifreeze – Coolant VCS NIGP COMMODITY CODE 060-03

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
1 Gallon			NO BID			NO BID
55 Gallon			NO BID			NO BID

CLASS 075-AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE 075-66

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
		NO BID	CRC	05088F	2.49

11B Aerosol Engine Degreaser NIGP COMMODITY CODE 075-66

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
		NO BID	CRC	05025	3.17

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE 075-66

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
		NO BID			NO BID

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE 075-66

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
		NO BID	WWD	11	5.00

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE 075-66

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Oil Absortbant	50 lbs	7.35		DRI	5.92

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE 405-07

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
		NO BID	Seafoam	SF16	7.18 16oz

12B Diesel Fuel Additives NIGP COMMODITY CODE 405-07

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
Power Serv Diesel Kleen	Cetune Boot	75.76 2.5 gal	Seafoam	SF16	7.18 16 oz

12C Engine Oil Additive NIGP COMMODITY CODE 405-38

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
		NO BID			NO BID

12D Aerosol Lubricant NIGP COMMODITY CODE 405-27

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
		NO BID			NO BID

12E Easy Slide RF-9512 Dryfilm Lubricant-Lube-A-Boom NIGP COMMODITY CODE 405-66

Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
12.8 oz. can		NO BID			NO BID

CLASS 630-PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit	Brand	Product No.	Price Per Unit
5 Gallon	AOC	Mineral Spirits	40.29			NO BID
55 Gallon	AOC	Mineral Spirits	346.18			NO BID

OPTION 2 - BULK TANK- 275 GALLONS- price per gallon

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products NIPG CODE: 405-90

TANK 275 gallons	Brand	Product No.	Price Per Gallon	Brand	Product No.	Price Per Gallon
Premium Synthetic Blend 5W-20	AOC	5W20	5.64			NO BID
Premium Synthetic Blend 5W-30	AOC	5W30	5.64			NO BID

15 Transmissions Fluid NIPG CODE: 405-36

TANK 275 gallons	Brand	Product No.	Price Per Gallon	Brand	Product No.	Price Per Gallon
Spirax S3 ATF MD3	AOC	ATF	5.76			NO BID

16 Tractor Hydraulic Fluids- NIGP : 405-51

TANK 275 gallons	Brand	Product No.	Price Per Gallon	Brand	Product No.	Price Per Gallon
Lubriguard 303	AOC	THF	6.04			NO BID

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze **NIPG CODE: 060-03**

ANTI-FREEZE/COOLANT

TANK 275 gallons	Brand	Product No.	Price Per Gallon	Brand	Product No.	Price Per Gallon
Premix 50/50 Coolant	AOC	PLUS 50/50	4.23			NO BID
Ethylene Glycol	AOC	PLUS 100%	7.38			NO BID
Extenteded Life Antifreeze	AOC	ELL 50/50	5.70			NO BID
Volvo Anti-freeze			NO BID			NO BID

ARGUINDEGUI OIL Award Items	**OPTION 1 & 2**	KING CORP-dba ARNOLD OIL-Awarded Items	**OPTION 1**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: AUGUST 12, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY – "LUBRICANTS – (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS"
BID NO.: 2015-208-08-12-SGS BUYER: Sandy Suarez

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1 Arguindegui Oil Company Attn. Lindsay Clark	Email	Lindsay.clark@argpetro.com	7/27/15	4506 Hwy 359 Laredo, Texas 78043 Tel: 956-722-5251
2 Oil Patch Fuel & Supply Attn: David	Email	david@oilpatchfuelandsupply.com	7/27/15	4004 N. Cage Blvd. Pharr, Texas 78577 Tel: 956- 781-9047
3 Quality Standard Petroleum Attn: Brock Simmons	Email	brocks@qualitystandardpetroleum.com	7/27/15	7373 Ardmore St, Suite 1227 Houston, Texas 77054 Tel: 832-314-7262
4 Prime Vendor Inc. Attn. Kimberly Doumit	Email	Bids20@prime-vendor.com	7/27/15	4622 Cedar Avenue Wilmington, NC 28403 Tel: 800-746-9554
5 D A Lubricant Company Attn. James Sciascia	Email	jsciascia@dalube.com	7/27/15	801 Edwards Drive Lebanon, IN 46052 Tel: 800-6415-5823
6 Phillips 66 Attn Russell Boone	Email	russell.Boone@p66.com	7/27/15	**Phillips 66** Lubricants, **CLS** Cell: 832.232.1613
7 RGV Pumps Attn Eluid George Will not be part. This time 8/11/15	Email	rgvpumps@aol.com	07/28/15	956-281-8177
8 Ford Motor Company Attn: Dave Goebel	Email	dgoebell@ford.com	07/28/15	Fleet Service Organization Dearborn, Michigan. 313-206-4411
9 Ports Petroleum Attn: Robert Lay	Email	roblay@portspetro.com	07/29/15	330-804-9106p 330-804-9107f
10 Arnold Oil Company Attn: Jay Rodriguez	Printed from-Online	j.rodriguez@arnoldoilco.com		O -956-565-4737 C 956-532-4735 F -956-565-9571
11				

***VIA:**
IN PERSON (IP) **TELEPHONE REQUEST (TR)** **FACSIMILE (FAX)**
BIDDER LIST MAIL OUT (BLM) **E-MAIL (EM)**

REQUIREMENTS AGREEMENT
C-15-208-10-13

THIS AGREEMENT (the "Agreement") is entered into this 13th day of October, 2015 by and between Arguindegui Oil Co. II, Ltd. ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products,"** 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 "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for a period of (1) year, from November 12, 2015 to November 11, 2016 with the option to renew for (1) one year term, under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County 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, 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 FOB at Seller's 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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:
Arguindegui Oil Co. II, Ltd.
Attn: Richard Freeland, Director of Lubricants
4506 Hwy 359
Laredo, TX 78043

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any

decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By:_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

Arguindegui Oil, Co. II, Ltd.

_____
Arturo Guajardo, Jr., County Clerk

By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 27, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY (all funding sources, programs & entities)***
"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTI-FREEZE)
PRODUCTS"
RFB No: ***2015 208-08-12-SGS***

Dear Ladies/Gentlemen,

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB procurement 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/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"LUBRICANTS (Grease-Oil-Hydraulic Fluid-Anti-Freeze) PRODUCTS"

BID NO.: 2015-208-08-12-SGS

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	7
4.	Exhibit B, Bid Page	11
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 Requirement Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, 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

July 27, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

BID: 2015-208-08-12-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products)"

BID OPENING DATE:

AUGUST 12, 2015

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration BuildingEdinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2015-208-08-12-SGS**

1. Sealed bids will be received for **HIDALGO COUNTY (all funding sources, programs & entities) "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** 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-2015-208-08-12-SGS - HIDALGO COUNTY((all funding sources, programs & entities)-"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, August 12, 2015. 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-2015-208-08-12-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar; Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY (all funding sources, programs & entities) "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** 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
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**August 12, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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 $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official,

department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County

that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty 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. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(all funding sources, programs & entities
"Lubricants (Grease-Oil-Hydraulic Fluid-AntiFreeze) Products"
BID NO.: 2015-208-08-12-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 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 bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY

(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

HIDALGO COUNTY

(all funding sources, programs & entities)

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS

RFB NO: 2015-208-08-12-SGS

SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All Bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations on an **"as needed basis"**:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 4011 So. Veterans Blvd., San Juan, TX.
c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, TX.

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

Descriptive specifications are referenced in this document to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Due to various types of products, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.

ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the

conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:
The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that the products and/or services fail to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

OPTIONS: **At the Precincts/Departments discretion either Option(s) or both may be chosen.**

OPTION 1 - Lubricants - oils, fluids and Anti-freeze (Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk)

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

OPTION 2 - 275 Lubster Steel Bulk Tank(s) (tanks at no additional cost to the County) with refilling services (on an as basis).
Provide tanks and various types of Lubricants/oils to fill bulk tanks as requested, but not limited to: Motor oils, Transmission fluids, Hydraulic fluids and anti-freeze etc.

The Following will be at no additonal cost to Hidalgo County:

A. Provide & set up Lubster tank(s)- 275 gallon capacity
(the number of tanks will be determined by the utilizing Departments).

B. Tanks must be equipped with all necessary oil despensing equipment (i.e.

meter gun, guages, reels, air pump, hoses (50 ft –re-enforced etc)

C. Tanks will be placed at the requesting location(s), (Precincts 1-4, Sheriff's Office, Facilitiy Management.)

D. Each tank will have a container pad and monthly visual inspections of hoses etc, will be made by the Driver to check for any possible leaks of equipment.

E. Vendor will be responsible for all normal wear and tear of all tanks & equipment and will not pass on any expense to the County.

F. Refilling of tanks will be on a same day delivery basis; multiple refills will be given up to, but no longer than five (5) days.

PRICE: Bid price will be **per gallon** for bulk tank purchases of oil, grease, lubricants, anti-freeze and fluids etc.

ADDITIONAL FEES: Any additional fees should be included in bid price for bulk purchases (i.e. fuel surcharge, pump off fee, delivery fee etc.)

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. It is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.
8. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
9. BID PRICE: Bid your lowest delivery price as of the bid opening date.
10. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the products, when delivered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract 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.
9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request and at no additional cost to the County.
10. Hidalgo County has the right to add or delete tank locations and/or the number of tanks.
11. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses 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.

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:

a) **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.

   i) 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.

   ii) 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.

   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

   v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within

ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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.

d) **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:

Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: sandy.suarez@co.hidalgo.tx.us NO LATER THAN, Wednesday, August 05, 2015, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday August 07, 2015.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

Bidder must provide bid pricing on Hidalgo County Exhibit"B". Pricing not conforming to Hidalgo County Specifications, maybe cause for disqualificaiton.

OPTION 1

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

1 **DIESEL ENGINE LUBRICANTS-NIGP COMMODITY CODE: 405-90**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk

1A **SAE15W-40** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Fleet Supreme EC			
Bulk			

1B **SAE 10W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1C **SAE 30W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1D **SAE 40W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			

55 Gallon			
Bulk			

1E. Rotella T (15 W-40 C J 4) NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2 GASOLINE ENGINE LUBRICANTS – NIGP COMMODITY CODE: 405-39
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2B SAE10W-30 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			
Bulk			

2C SAE5W-20– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Premium Synthetic Blend			

Bulk			

2D SAE30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2E SAE40 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2F SAE5W-20 SIMI SYNTHETIC– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2G SAE2W-50– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

3 Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36

Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A Mercon/Dexron III ATF meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			

3B Type F ATF meeting Ford M2C33-F specifications- NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			

3C Mercon 5 - Trasmission Fluid - NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

3D Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

4 Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil			
55 Gallon Lubriguard 303			

5 Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57

MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.
NIGP COMMODITY CODE: 405-51

6A ISO 32 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B ISO 46 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C ISO 68 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums NIGP COMMODITY CODE: 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg-Mystik			
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT			
35# Pail			
120 # Keg-CAT			

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55Gallon-Shell Zone			

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner, NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

CLASS 405 FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

Brand	Product No.	Price Per Unit

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

Brand	Product No.	Price Per Unit

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

Brand	Product No.	Price Per Unit

CLASS 630 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

OPTION 2 - BULK TANK- PER GALLON

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products NIPG CODE: 405-90

TANK SIZE	MOTOR OIL-BULK	Product No.	Price Per Gallon
Lubster - 275 Gallon	Premium Synthetic Blend 5W-20		
	Premium Synthetic Blend 5W-30		

15 Transmissions Fluid NIPG CODE: 405-36

TANK SIZE	TRANSMISSION FLUID	Product No.	Price Per Gallon
Lubster - 275 Gallon	Spirax S3 ATF MD3 Transmission Fluid		

16 Tractor Hydraulic Fluids- NIGP: 405-51

TANK SIZE	HYDRAULIC FLUID	Product No.	Price Per Gallon
Lubster - 275 Gallon	Lubriguard 303		

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze NIPG CODE: 060-03

TANK SIZE	ANTI-FREEZE/COOLANT	Product No.	Price Per Gallon
Lubster - 275 Gallon	Premix 50/50 Coolant		
	Ethylene Glycol		
	Extenteded Life Antifreeze		
	Volvo Anti-freeze		

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY

(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PERS[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]ODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				W/C STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-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

Adopted 06/29/2007

APPLICATION
&
W-9 FORM

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____ Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

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.

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), 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)(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-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 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 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 (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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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 BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-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.

PURCHASING DEPARTMENT
County Of Hidalgo

August 07, 2015

RE: ADDENDUM NO.1
FOR RFB No.: 2015-208-08-12-SGS
"Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products"

Dear Participant:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 2** in connection with **"Hidalgo County's**-request for sealed bids for **"Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products".**

Please add this **ADDENDUM NO. 1** to your RFB packet so as to permit your company to submit a complete response. See original request for bids packet LEGAL NOTICE page 3 paragraph 8.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FACISMILE AT (956) 292-7612 or VIA E-MAIL TO sandy.suarez@co.hidalgo.tx.us

If you do not receive 2 pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Custodial Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products" - HIDALGO COUNTY**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Print Firm's Name

MLS/sgs
Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

AUGUST 07, 2015

Hidalgo County
"Custodial Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products".
RFB NO.: 2015-208-08-12-SGS

1. **REPLACE ORIGINAL EXHIBIT "A"** with the enclosed Revised Exhibit "A"

   a) **Note** added language on page 2 of 7, first paragraph, "**Delivery of Extra Products/Quanities**"

2. **REPLACE Page 10 of 11 of the original Exhibit "B"** in the RFB packet, with the enclosed Revised page 10. - Please Note Changes:

   a) On the Revised page 10, on the title, the word **Price** has been added: **OPTION 2- BULK TANK- PRICE PER GALLON.**

   b) **Note** on products 14-17, the name of the desired products wanted have been moved to the top of each table and a section for **BRAND** has been added for each one.

I, acknowledge receipt of ADDENDUM NO. 1 dated, August 07, 2015, for RFB –"**Custodial Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products**" -HIDALGO COUNTY.

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM NO. 1 WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

HIDALGO COUNTY

(all funding sources, programs & entities)

REVISED - EXHIBIT "A"

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS

RFB NO: 2015-208-08-12-SGS

SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All Bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations on an **"as needed basis":**

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 4011 So. Veterans Blvd., San Juan, TX.
c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, TX.

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

Descriptive specifications are referenced in this document to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. **Due to various types of products, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.**

DELIVERY OF EXTRA PRODUCTS/QUANTITIES:
Hidalgo County shall not pay extra products delivered. Vendor is cautioned to provide only the quantity (ies) stated on the Purchase Order. Any extra products delivered to the County (Precincts, Facilities Mangement or Sheriff's Office) shall be considered as a donation and no additional fees will be allowed and/or paid.

ERRORS IN BIDS, RELIEF OF BID:
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:
The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that the products and/or services fail to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

OPTIONS: **At the Precincts/Departments discretion either Option(s) or both may be chosen.**

OPTION 1 - Lubricants - oils, fluids and Anti-freeze (Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk)

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

E)

OPTION 2 - 275 Lubster Steel Bulk Tank(s) (tanks at no additional cost to the County) with refilling

services (on an as basis).
Provide tanks and various types of Lubricants/oils to fill bulk tanks as requested, but not limited to: Motor oils, Transmission fluids, Hydraulic fluids and anti-freeze etc.

The Following will be at no additonal cost to Hidalgo County:

A. Provide & set up Lubster tank(s)- 275 gallon capacity **(the number of tanks will be determined by the utilizing Departments).**
B. Tanks must be equipped with all necessary oil despensing equipment (i.e. meter gun, guages, reels, air pump, hoses (50 ft –re-enforced etc)
C. Tanks will be placed at the requesting location(s), (Precincts 1-4, Sheriff's Office, Facilitiy Management.)
D. Each tank will have a container pad and monthly visual inspections of hoses etc, will be made by the Driver to check for any possible leaks of equipment.
E. Vendor will be responsible for all normal wear and tear of all tanks & equipment and will not pass on any expense to the County.
F. Refilling of tanks will be on a same day delivery basis; multiple refills will be given up to, but no longer than five (5) days.

PRICE: Bid price will be **per gallon** for bulk tank purchases of oil, grease, lubricants, anti-freeze and fluids etc.

ADDITIONAL FEES: Any additional fees should be included in bid price for bulk purchases (i.e. fuel surcharge, pump off fee, delivery fee etc.)

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. It is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.

8. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.

9. BID PRICE: Bid your lowest delivery price as of the bid opening date.

10. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the products, when delivered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract 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.
9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to

one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request and at no additional cost to the County.

10. Hidalgo County has the right to add or delete tank locations and/or the number of tanks.

11. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses 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.

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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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.

d) **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:
Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: sandy.suarez@co.hidalgo.tx.us NO LATER THAN, Wednesday, August 05, 2015, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday August 07, 2015.

OPTION 2 - BULK TANK- PRICE PER GALLON

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products - meeting specifications for NIPG CODE: 405-90

Premium Synthetic Blend 5W-20

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

Premium Synthetic Blend 5W-30

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

15 Transmissions Fluid meeting specifications for - NIPG CODE: 405-36

Spirax 53 ATF MD3

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

16 Tractor Hydraulic Fluids- meeting specifications for- NIGP : 405-51

Lubriguard 303

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze - meeting specifications for- NIPG CODE: 060-03 * add on next time

Premix 50/50 Coolant- Ethylene Glycol – Extended Life Anti-Freeze – Volvo Anti-Freeze

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

Frequency

~~OPENED~~ 8-12-15

Bidder must provide bid pricing on Hidalgo County Exhibit"B". Pricing not conforming to Hidalgo County Specifications, maybe cause for disqualificaiton.

OPTION 1

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

Witnessed

1 **DIESEL ENGINE LUBRICANTS** NIGP COMMODITY CODE: 405-90
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk

1A **SAE15W-40** meeting the following specifications: NIGP COMMODITY CODE: 405-90
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	Conoco Fleet Supreme EC 15w 40		$3.54 / Qrt
Gallon	"	"	$11.30 per Jug
5 Gallon	ADC Premium	CJ-4 15W40	$38.21 per Pail
55 Gallon Fleet Supreme EC	"	"	$345.40 per Drum
Bulk	"	"	$7.29 per gallon

1B **SAE 10W** meeting the following specifications: NIGP COMMODITY CODE: 405-90
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	No Bid
Gallon	—	—	
5 Gallon	—	—	
55 Gallon	—	—	
Bulk	—	—	

1C **SAE 30W** meeting the following specifications: NIGP COMMODITY CODE: 405-90
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	No bid
Gallon	Conoco TSX	HP30	$11.87 per Jug
5 Gallon	—	—	No Bid
55 Gallon	—	—	No Bid
Bulk	—	—	No Bid

1D **SAE 40W** meeting the following specifications: NIGP COMMODITY CODE: 405-90
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart	—	—	No Bid
Gallon	Conoco TSX	HO 40	$11.21 per Jug
5 Gallon	"	"	

55 Gallon	Conoco TSX HD 40		$490.24 Per drum
Bulk	"	"	$8.46 per gallon

1E. Rotella T (15 W-40 C J 4) NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
Quart	Conoco Fleet EC 15W40		$3.59 per Quart
Gallon	" "	" "	$11.30 Per Jug
5 Gallon	AOC Premium	CJ-4 15W40	$38.21 per Pail
55 Gallon	" "	" "	$345.40 Per drum
Bulk	" "	" "	$7.29 per gallon

2 GASOLINE ENGINE LUBRICANTS – NIGP COMMODITY CODE: 405-39
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS 5W30		$3.20 per Qrt
Gallon	—	—	No Bid
5 Gallon	AOC Premium 5W30		$28.20 per Pail
55 Gallon	" "	"	$310.20 Per drum
Bulk	" "	"	$5.64 per gallon

2B SAE10W-30 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS 10W30		$3.20 Per Qrt
Gallon	—	—	No Bid
5 Gallon	AOC Premium 10W30		$28.20 per Pail
55 Gallon Formula Shell	" "	"	$310.20 per drum
Bulk	" "	"	$5.64 per gallon

2C SAE5W-20– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS 5W20		$3.20 per Qrt
Gallon	—	—	No Bid
5 Gallon	AOC Premium 5W20		$28.20 per Pail
55 Gallon Premium Synthetic Blend	"	"	$310.20 per drum

Bulk	ADC Premium 5W20		$5.64 per gallon

2D SAE30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	—	—	No Bid
Gallon	~~Conoco TSX HD30~~		No Bid
5 Gallon	~~ADC Premium HD30~~		No Bid
55 Gallon	"	"	No Bid
Bulk	"	"	No Bid

2E SAE40 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	—	—	No Bid
Gallon	~~Conoco TSX HD40~~		No Bid
5 Gallon	~~Conoco TSX HD40~~		No Bid
55 Gallon	~~Conoco TSX HD40~~		No Bid
Bulk	" "	"	No Bid

2F SAE5W-20 SIMI SYNTHETIC– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Conoco Super AS5W20		$3.13 Per Qrt
Gallon	—	—	No Bid
5 Gallon	ADC Premium 5W20		$28.00 Per Pail
55 Gallon	" "	"	$310.00 Per drum
Bulk	" "	"	$5.64 per gallon

2G SAE2W-50– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	—	—	No Bid
Gallon	—	—	No Bid
5 Gallon	—	—	No Bid
55 Gallon	—	—	No Bid
Bulk	—	—	No Bid

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

3 **Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36**

Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2**

	Brand	Product No.	Price Per Unit
Quart	Conoco Super ATF		$2.96 per Qrt
Gallon	—	—	No Bid
5 Gallon	AOC Premium MDIII ATF		$26.80 per pail
55 Gallon Formula Shell	"	"	$294.80 per drum

3B **Type F ATF meeting Ford M2C33-F specifications- NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
Quart	Conoco Type F ATF		$3.45 per Qrt
Gallon	—	—	No Bid
5 Gallon	—	—	No Bid
55 Gallon	—	—	No Bid

3C **Mercon 5 - Trasmission Fluid - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	Conoco Versa Tran		$4.42 per Qrt
16 Gallon	—	—	No Bid
55 Gallon	Conoco Versa Tran		$959.59 per drum

3D **Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	—	—	No Bid
16 Gallon	—	—	No Bid
55 Gallon	Conoco Syncon HP ATF		$1649.31 per drum

4 **Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	AOC Premium THF		$38.13 per pail
55 Gallon Lubriguard 303	"	"	$309.47 per drum

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

5 Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			No Bid
120 Lb Keg			No Bid
400 Lb Drum Spirax			No Bid

5A SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Conoco UGL 80W90		$55.74 per Pail
120 Lb Keg	"	"	$179.35 per Keg
400 Lb Drum	"	"	$555.59 per drum

5B SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	ConoCo UGL 85W140		$55.74 per Pail
120 Lb Keg	"	"	$179.35 per Keg
400 Lb Drum	"	"	$555.59 per drum

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	Conoco TerTon Syn 75W90		$148.3/per Pail
120 Lb Keg			
400 Lb Drum Spirax	Conoco TerTon Syn 75W90		$1665.63 per drum

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Conoco TerTon Syn 50		$157.7/per Pail
120 Lb Keg	"		No Bid
400 Lb Drum	Conoco TerTon Syn 50		$1783.53 per drum

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57

MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	ADC Fleetmax SynTrans 50		$157.71 per pail
120 Lb Keg			No Bid
400 Lb Drum	ADC Fleetmax SynTrans 50		$1783.53 per drum

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Power Drive 30		$76.12 per pail
120 Lb Keg			No Bid
400 Lb Drum CAT	Conoco Power Drive 30		$650.29 per drum

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	Conoco Power Drive 50		$76.24 per pail
120 Lb Keg			No Bid
400 Lb Drum CAT	Conoco Power Drive 50		$797.82 per drum.

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.
NIGP COMMODITY CODE: 405-51

6A ISO 32 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Conoco Megaflow AW 32		$45.56 per pail
55 Gallon	"	"	$419.06 per drum.

6B ISO 46 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Conoco Megaflow AW 46		$45.56 per pail
55 Gallon	"	"	$419.06 per drum.

6C ISO 68 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Conoco Megaflow AW 68		$44.21 per Pail
55 Gallon	"	"	$428.76 per drum

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy	Conoco	Megaflow AW100	$59.50 per Pail
55 Gallon	"	"	$756.82 per Drum

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			No Bid
Quart			No Bid
Gallon-Shell			No Bid

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			No Bid
Quart			No Bid
Gallon-Gunk			No Bid

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			No Bid
55 Gallon			No Bid

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums NIGP COMMODITY CODE: 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Conoco	Dynalife HT #2	$23.08 per Case
35# Pail	"	"	$81.94 per Pail
120 # Keg-Mystik	"	"	$276.71 per Keg
55 Gallon	"	"	$922.35 per Drum

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	Conoco	Megaplex XD3 #2	$31.55 per Case
35# Pail	"	"	$117.56 per Pail
120 # Keg-CAT	"	"	$430.71 per Keg

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			No Bid
55Gallon-Shell Zone	ADL Premium Coolant Plus	10DA	$377.00 per drum

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			No Bid
55 Gallon	ADL Premium ELC 50/50		$375.80 per drum.

10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon			No Bid
55 Gallon			No Bid

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
		No Bid

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
		No Bid

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
		No Bid

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
		No Bid

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
Oil Absorbant 50Lb		$7.35 per bag

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit
		No Bid

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit
PowerService Diesel Kleen Cetane Boost		$75.76 Per 2.5 gal Jug

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

Brand	Product No.	Price Per Unit
		No Bid

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

Brand	Product No.	Price Per Unit
		No Bid

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

Brand	Product No.	Price Per Unit
		No Bid

CLASS 630 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon	ADL Mineral Spirits		$40.29 Per Pail
55 Gallon	"	"	$346.18 per drum

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
RIVISED-EXHIBIT "B"-BID PAGES

OPTION 2 - BULK TANK- PRICE PER GALLON

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products - meeting specifications for NIPG CODE: 405-90

Premium Synthetic Blend 5W-20

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	AOC	5W20	5.64

Premium Synthetic Blend 5W-30

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	AOC	5W30	5.64

15 Transmissions Fluid meeting specifications for - NIPG CODE: 405-36

Spirax 53 ATF MD3

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	AOC	ATF	5.76

OPENED
9:38AM 8-12-15

16 Tractor Hydraulic Fluids- meeting specifications for- NIGP : 405-51

Lubriguard 303

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	AOC	THF	6.04

Witnessed

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze - meeting specifications for- NIPG CODE: 060-03 * add on next time

Premix 50/50 Coolant- Ethylene Glycol – Extended Life Anti-Freeze – Volvo Anti-Freeze

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon	AOC	PLUS 50/50	4.23
	AOC	PLUS 100%	7.38
	AOC	ELC 50/50	5.70
			NO BID

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:	Arguindegui Oil Co. II Ltd
ADDRESS:	4506 Hwy 359
CITY/STATE/ZIP CODE:	Laredo, TX 78043
TELEPHONE NUMBER	956-722-5251
E-MAIL ADDRESS:	richard.freeland@argpetro.com
CELLULAR NUMBERS:	210-667-3004
FAX NUMBER:	956-727-7636
AUTHORIZED SIGNATURE:	Richard Freeland
PRINTED NAME:	Richard Freeland
TITLE:	Director of Lubricants
DATE:	8/6/15

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/27/2015

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 Kahn Insurance Agency, LLC P.O. Box 450550 Laredo TX 78045	CONTACT NAME: Greg Kahn PHONE (A/C, No, Ext): (956) 231-0321 FAX (A/C, No): (888) 650-1867 E-MAIL ADDRESS: gregkahn@kahn-insurance.com
INSURED Arguindegui Management Co, LLC Arguindegui Oil Co. II Ltd PO BOX 1367 Laredo TX 78042-	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insurance Company — 18058 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK1357156	06/27/2015	06/27/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ excluded $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] CA9948 [X] MCS90			PHPK1357156	06/27/2015	06/27/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB504938	06/27/2015	06/27/2016	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Auto Physical Damage			PHPK1357156	06/27/2015	06/27/2016	Deductible: Comprehensive Collision	2,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an Additional Insured, and is granted Waiver of Subrogation, with respects to General Liability & Auto Liability both only when required by written contract but limited to the operations of the Insured under said contract, and always subject to policy terms, conditions, and exclusions. The Certificate Holder is an Additional Insured - Primary and Non-contributory under General Liability only when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn. Purchasing Dept
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

AI 000096

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REQUIREMENTS AGREEMENT
C-15-208A-10-13

THIS AGREEMENT (the "Agreement") is entered into this 13th day of October, 2015 by and between King Corporation dba Arnold Oil Company ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products,"** 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 "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Lubricants (Grease, Oil, Hydraulic Fluids) & Anti-Freeze Products"** in the areas of **HIDALGO COUNTY** projects for a period of (1) year, from November 12, 2015 to November 11, 2016 with the option to renew for (1) one year term, under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. County 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, 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 FOB at Seller's 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. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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: King Corporation dba Arnold Oil Company
Attn: Jay Rodriguez, Operations Manager
PO Box 116-Mile 2 East 8 ½ North
Mercedes, Texas 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or

convenient to effectuate and carry out the terms of this Agreement.

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Seller shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any

decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By:_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

King Corporation dba Arnold Oil Company

By:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 27, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY (all funding sources, programs & entities)***
"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTI-FREEZE) PRODUCTS"
RFB No*: 2015 208-08-12-SGS*

Dear Ladies/Gentlemen,

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB procurement 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/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"LUBRICANTS (Grease-Oil-Hydraulic Fluid-Anti-Freeze) PRODUCTS"

BID NO.: 2015-208-08-12-SGS

Item	Description	No. of Pages
1.	Request For Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Requirements	7
4.	Exhibit B, Bid Page	11
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 Requirement Agreement	7

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

July 27, 2015
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

BID: 2015-208-08-12-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products)"

BID OPENING DATE:

AUGUST 12, 2015

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration BuildingEdinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2015-208-08-12-SGS

1. Sealed bids will be received for **HIDALGO COUNTY (all funding sources, programs & entities) "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** 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-2015-208-08-12-SGS - HIDALGO COUNTY((all funding sources, programs & entities)-"LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, August 12, 2015. 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-2015-208-08-12-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY (all funding sources, programs & entities) "LUBRICANTS (GREASE-OIL-HYDRAULIC FLUID-ANTIFREEZE) PRODUCTS"** 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
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**August 12, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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 $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official,

department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County

that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty 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. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(all funding sources, programs & entities
"Lubricants (Grease-Oil-Hydraulic Fluid-AntiFreeze) Products"
BID NO.: 2015-208-08-12-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 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 bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY

(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

HIDALGO COUNTY
(all funding sources, programs & entities)
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS
RFB NO: 2015-208-08-12-SGS

SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All Bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations on an **"as needed basis"**:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 4011 So. Veterans Blvd., San Juan, TX.
c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, TX.

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

Descriptive specifications are referenced in this document to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. **Due to various types of products, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.**

ERRORS IN BIDS, RELIEF OF BID:

Bidders or their authorized representatives are expected to fully inform themselves as to the

conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:
The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that the products and/or services fail to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

OPTIONS: **At the Precincts/Departments discretion either Option(s) or both may be chosen.**

OPTION 1 - Lubricants - oils, fluids and Anti-freeze (Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk)

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

OPTION 2 - 275 Lubster Steel Bulk Tank(s) (tanks at no additional cost to the County) with refilling services (on an as basis).
Provide tanks and various types of Lubricants/oils to fill bulk tanks as requested, but not limited to: Motor oils, Transmission fluids, Hydraulic fluids and anti-freeze etc.

The Following will be at no additonal cost to Hidalgo County:

A. Provide & set up Lubster tank(s)- 275 gallon capacity
(the number of tanks will be determined by the utilizing Departments).

B. Tanks must be equipped with all necessary oil despensing equipment (i.e.

meter gun, guages, reels, air pump, hoses (50 ft –re-enforced etc)

C. Tanks will be placed at the requesting location(s), (Precincts 1-4, Sheriff's Office, Facilitiy Management.)

D. Each tank will have a container pad and monthly visual inspections of hoses etc, will be made by the Driver to check for any possible leaks of equipment.

E. Vendor will be responsible for all normal wear and tear of all tanks & equipment and will not pass on any expense to the County.

F. Refilling of tanks will be on a same day delivery basis; multiple refills will be given up to, but no longer than five (5) days.

PRICE: Bid price will be **per gallon** for bulk tank purchases of oil, grease, lubricants, anti-freeze and fluids etc.

ADDITIONAL FEES: Any additional fees should be included in bid price for bulk purchases (i.e. fuel surcharge, pump off fee, delivery fee etc.)

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. It is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.
8. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.
9. BID PRICE: Bid your lowest delivery price as of the bid opening date.
10. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the products, when delivered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract 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.
9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request and at no additional cost to the County.
10. Hidalgo County has the right to add or delete tank locations and/or the number of tanks.
11. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses 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.

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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within

ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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.

d) **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:

Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: sandy.suarez@co.hidalgo.tx.us NO LATER THAN, Wednesday, August 05, 2015, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday August 07, 2015.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

Bidder must provide bid pricing on Hidalgo County Exhibit"B". Pricing not conforming to Hidalgo County Specifications, maybe cause for disqualificaiton.

OPTION 1

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

1 **DIESEL ENGINE LUBRICANTS-NIGP COMMODITY CODE: 405-90**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk

1A **SAE15W-40** meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Fleet Supreme EC			
Bulk			

1B SAE 10W meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1C SAE 30W meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1D SAE 40W meeting the following specifications: **-NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			

55 Gallon			
Bulk			

1E. Rotella T (15 W-40 C J 4) NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2 GASOLINE ENGINE LUBRICANTS – NIGP COMMODITY CODE: 405-39
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2B SAE10W-30 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			
Bulk			

2C SAE5W-20– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Premium Synthetic Blend			

Bulk			

2D SAE30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2E SAE40 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2F SAE5W-20 SIMI SYNTHETIC– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

2G SAE2W-50– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

3 Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36

Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A Mercon/Dexron III ATF meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon Formula Shell			

3B Type F ATF meeting Ford M2C33-F specifications- NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			

3C Mercon 5 - Trasmission Fluid - NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

3D Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon			

4 Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51

Made available in the following sizes: 5 Gallon, 55 Gallon

Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil			
55 Gallon Lubriguard 303			

5 Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5B SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57

MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum CAT			

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.
NIGP COMMODITY CODE: 405-51

6A ISO 32 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6B ISO 46 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6C ISO 68 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Shell			

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint			
Quart			
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums NIGP COMMODITY CODE: 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10			
35# Pail			
120 # Keg-Mystik			
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT			
35# Pail			
120 # Keg-CAT			

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55Gallon-Shell Zone			

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

Brand	Product No.	Price Per Unit

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

Brand	Product No.	Price Per Unit

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

Brand	Product No.	Price Per Unit

CLASS 630 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

OPTION 2 - BULK TANK- PER GALLON

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products NIPG CODE: 405-90

TANK SIZE	MOTOR OIL-BULK	Product No.	Price Per Gallon
Lubster - 275 Gallon	Premium Synthetic Blend 5W-20		
	Premium Synthetic Blend 5W-30		

15 Transmissions Fluid NIPG CODE: 405-36

TANK SIZE	TRANSMISSION FLUID	Product No.	Price Per Gallon
Lubster - 275 Gallon	Spirax S3 ATF MD3 Transmission Fluid		

16 Tractor Hydraulic Fluids- NIGP: 405-51

TANK SIZE	HYDRAULIC FLUID	Product No.	Price Per Gallon
Lubster - 275 Gallon	Lubriguard 303		

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze NIPG CODE: 060-03

TANK SIZE	ANTI-FREEZE/COOLANT	Product No.	Price Per Gallon
Lubster - 275 Gallon	Premix 50/50 Coolant		
	Ethylene Glycol		
	Extenteded Life Antifreeze		
	Volvo Anti-freeze		

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS: _____

CELLULAR NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY

(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				W/C STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
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.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

APPLICATION
&
W-9 FORM

REQUEST FOR BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No. _____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date: _____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

☐ Black American ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ Other

Have you been certified as a HUB or an MBE/WBE source? ☐ Yes ☐ No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

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.

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), 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)(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-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 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 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 (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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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 BIDS
HIDALGO COUNTY
(all funding sources, programs & entities)

"Lubricants (Grease-Oil-Hydraulic Fluid-Anti-Freeze) Products"

RFB No: 2015-208-08-12-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.

PURCHASING DEPARTMENT
County Of Hidalgo

August 07, 2015

RE: ADDENDUM NO.1
FOR RFB No.: 2015-208-08-12-SGS
"Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products"

Dear Participant:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 2** in connection with **"Hidalgo County's**-request for sealed bids for **"Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products".**

Please add this **ADDENDUM NO. 1** to your RFB packet so as to permit your company to submit a complete response. See original request for bids packet LEGAL NOTICE page 3 paragraph 8.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FACISMILE AT (956) 292-7612 or VIA E-MAIL TO sandy.suarez@co.hidalgo.tx.us

If you do not receive 2 pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"Custodial Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products" - HIDALGO COUNTY**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Print Firm's Name

MLS/sgs
Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

AUGUST 07, 2015

Hidalgo County
"Custodial Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products".
RFB NO.: 2015-208-08-12-SGS

1. **REPLACE ORIGINAL EXHIBIT "A"** with the enclosed Revised Exhibit "A"

   a) **Note** added language on page 2 of 7, first paragraph, "**Delivery of Extra Products/Quanities**"

2. **REPLACE Page 10 of 11 of the original Exhibit "B"** in the RFB packet, with the enclosed Revised page 10. - Please Note Changes:

   a) On the Revised page 10, on the title, the word **Price** has been added: **OPTION 2- BULK TANK- PRICE PER GALLON.**

   b) **Note** on products 14-17, the name of the desired products wanted have been moved to the top of each table and a section for **BRAND** has been added for each one.

I, acknowledge receipt of ADDENDUM NO. 1 dated, August 07, 2015, for RFB –"**Custodial Lubricants (Grease-Oil-Hydraulic Fluids-Anti-Freeze) Products**" -HIDALGO COUNTY.

_____ _____

Printed Bidder Name Date

_____

Company Name

NOTE: PLEASE SUBMIT THIS ADDENDUM NO. 1 WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.

HIDALGO COUNTY

(all funding sources, programs & entities)

REVISED - EXHIBIT "A"

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS

RFB NO: 2015-208-08-12-SGS

SPECIFICATIONS:

Hidalgo County has invested taxpayer dollars in the acquisition of equipment that due to either manufacturer or warranty requirements may call for the use of name brand products. The information contained further describes and specifies lubricants or oil products requested in THIS BID. It is not the intent of Hidalgo County to restrict these bids in such cases, but to comply with either manufacturer or warranty requirements or to meet a pre-established standard due to like existing items.

Bidder may offer lubricants/oil products that are the "same" or "equivalent" and burden of proof rests with the Bidder. Supporting documentation which clearly illustrates the composition and chemical equivalent of the lubricants and/or oil products must be submitted with this Bid. Further any additional information confirming use of the equivalent products will comply with manufacturer or warranty requirements must also be provided in this Bid. If an "equal" item is used then the bidder is responsible for any damage caused to County equipment which is a result of using such product not covered by the warranty.

Detailed specifications are included. Compliance with all specifications and conditions is required. All Bids must include a detailed statement of exceptions taken to any part of the request.

Hidalgo County, Texas invites bids on lubricant, oil, hydraulic fluid and antifreeze products for a period of ninety (90) days with the County's discretion of beginning from bid award date.

Bidders shall provide the lubricant, oil, hydraulic fluid and antifreeze to the following locations and deliver the products ordered to those locations within 24 hours of the County's order to the following locations on an **"as needed basis"**:

a. Precinct #1: 1902 Joe Stevens Ave., Weslaco, TX.
b. Precinct #2: 4011 So. Veterans Blvd., San Juan, TX.
c. Precinct #3: 8310 West Mile 7 Rd, Mission, TX.
d. Precinct #4: 1102 N. Doolittle Road, Edinburg, TX.
e. Sheriff's Dept: 711 El Cibolo Road, Edinburg, TX
f. Hidalgo County Facilities Mgmt: 3100 S. Bus. 281, Edinburg, TX.

Hidalgo County will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

Descriptive specifications are referenced in this document to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. **Due to various types of products, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.**

DELIVERY OF EXTRA PRODUCTS/QUANTITIES:
Hidalgo County shall not pay extra products delivered. Vendor is cautioned to provide only the quantity (ies) stated on the Purchase Order. Any extra products delivered to the County (Precincts, Facilities Mangement or Sheriff's Office) shall be considered as a donation and no additional fees will be allowed and/or paid.

ERRORS IN BIDS, RELIEF OF BID:
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids: failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation make the allowance for errors of omission or commission on the part of bidders. In case of error extension of prices in the bid, the unit price shall govern.

REPRESENTATIONS:
The Vendor represents that the items and/or services provided by the vendor hereunder shall conform to the presentations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason Hidalgo County determines in its sole discretion, that the products and/or services fail to meet the expectation of Hidalgo County, Hidalgo County may on thirty (30) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by Hidalgo County for the un-expired term of this Agreement.

OPTIONS: **At the Precincts/Departments discretion either Option(s) or both may be chosen.**

OPTION 1 - Lubricants - oils, fluids and Anti-freeze (Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk)

A) All oil, hydraulic fluid and antifreeze shall be furnished and priced in sizes as specified on specifications, with unbroken seals, that are sealed by the manufacturer.

B) Size and/or weight shall be stated for lubricant grease and it shall be furnished in container and/or cartridge, with unbroken seals, that are sealed by the manufacturer.

C) Each container shall be labeled, or bear a decal or placard indicating the name and grade of the lubricant, including but not limited to, all specifications of the product contained therein. This will guarantee proper identification of each container by County employees.

D) If the products bid are repackaged locally, vendors shall make those facilities available to the appropriate County employees to insure cleanliness and proper handling. Repackaged product should also be labeled as stated above. **Only Products that meet manufacturer's equipment standards will be permitted.**

E)

OPTION 2 - 275 Lubster Steel Bulk Tank(s) (tanks at no additional cost to the County) with refilling

services (on an as basis).
Provide tanks and various types of Lubricants/oils to fill bulk tanks as requested, but not limited to: Motor oils, Transmission fluids, Hydraulic fluids and anti-freeze etc.

The Following will be at no additonal cost to Hidalgo County:

A. Provide & set up Lubster tank(s)- 275 gallon capacity **(the number of tanks will be determined by the utilizing Departments).**
B. Tanks must be equipped with all necessary oil despensing equipment (i.e. meter gun, guages, reels, air pump, hoses (50 ft –re-enforced etc)
C. Tanks will be placed at the requesting location(s), (Precincts 1-4, Sheriff's Office, Facilitiy Management.)
D. Each tank will have a container pad and monthly visual inspections of hoses etc, will be made by the Driver to check for any possible leaks of equipment.
E. Vendor will be responsible for all normal wear and tear of all tanks & equipment and will not pass on any expense to the County.
F. Refilling of tanks will be on a same day delivery basis; multiple refills will be given up to, but no longer than five (5) days.

PRICE: Bid price will be **per gallon** for bulk tank purchases of oil, grease, lubricants, anti-freeze and fluids etc.

ADDITIONAL FEES: Any additional fees should be included in bid price for bulk purchases (i.e. fuel surcharge, pump off fee, delivery fee etc.)

REQUIREMENTS:

1. No substitutes will be accepted after item(s) have been awarded as specified.
2. It is mandatory that Hidalgo County forms be used to submit pricing information.
3. Bid on each item separately. Provide unit price on quantity specified and extended amount. In the event of error in extensions, the unit price shall govern
4. The bid price will include all shipping and handling charges.
5. Bidder will be required to comply with all applicable equal employment opportunity laws and regulations.
6. Bids are to be net F.O.B. at the County Precincts' locations and Sheriff's Office specified herein.
7. No cash advance discount will be considered.

8. Supplier or vendor with bid submission must furnish **Material Safety Data Sheet (MSDS)** information for all product bids. Literature submitted is the most current reflecting item(s) being bid.

9. BID PRICE: Bid your lowest delivery price as of the bid opening date.

10. Detailed explanation of warranties must be provided with bid.

INSTRUCTIONS TO BIDDERS:

COMPLIANCE WITH SPECIFICATIONS AND HIDALGO COUNTY RIGHT OF SELECTION: The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

DEVIATIONS FROM SPECIFICATIONS: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bid strictly accountable to the County to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the products, when delivered.

TERMS AND CONDITIONS:

1. Bid prices are to remain for a period of one (1) year with Hidalgo County's sole discretion to continue this bid for an additional one (1) year period under the same rates, terms and conditions.
2. Hidalgo County reserves the right to hold bids ninety (90) days after bid opening before Commissioners' Court action and to award the bid most advantageous to the County
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
5. The County reserves the right to accept or reject all or part of the bid, waive minor technicalities and award the bid to best serve the interest of the County.
6. No bid may be withdrawn for a period of thirty (30) days subsequent to bid opening date without the expressed consent of the County.
7. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract 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.
9. Hidalgo County shall award the bid on a lump sum basis and/or item by item bid basis to

one bidder, multiple bidders, primary or secondary vendor(s) whichever is in the best interest of the County. For evaluation and consideration of items bid, samples will be submitted upon request and at no additional cost to the County.

10. Hidalgo County has the right to add or delete tank locations and/or the number of tanks.

11. **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses 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.

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:

a) **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.

i) 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.

ii) 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.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

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.

d) **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.

HIDALGO COUNTY

(all funding sources, programs & entities)

REVISED - EXHIBIT "A"

LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS AND ANTI-FREEZE) PRODUCTS

RFB NO: 2015-208-08-12-SGS

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Yolanda Velasquez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2802 S Hwy Bus Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA EMAIL: sandy.suarez@co.hidalgo.tx.us NO LATER THAN, Wednesday, August 05, 2015, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday August 07, 2015.

OPTION 2 - BULK TANK- PRICE PER GALLON

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products - meeting specifications for NIPG CODE: 405-90

Premium Synthetic Blend 5W-20

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

Premium Synthetic Blend 5W-30

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

15 Transmissions Fluid meeting specifications for - NIPG CODE: 405-36

Spirax 53 ATF MD3

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

16 Tractor Hydraulic Fluids- meeting specifications for- NIGP : 405-51

Lubriguard 303

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze - meeting specifications for- NIPG CODE: 060-03 * add on next time

Premix 50/50 Coolant- Ethylene Glycol – Extended Life Anti-Freeze – Volvo Anti-Freeze

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

EXHIBIT "B"

BID PAGE

Awarded out

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

OPENED 9:30 AM 8-12-15

Bidder must provide bid pricing on Hidalgo County Exhibit"B". Pricing not conforming to Hidalgo County Specifications, maybe cause for disqualificaiton.

OPTION 1

CLASS 405- FUEL, OIL, GREASE & LUBRICANTS

Witnessed

1 **DIESEL ENGINE LUBRICANTS: NIGP COMMODITY CODE: 405-90**
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon bulk

1A **SAE15W-40** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CI-4, CH-4, CF-4, Cummins CES 20078, EOM+, Volvo VDS2/VDS, Allison C-4, API SL-SJ, Minimum 10 TBN

	Brand	Product No.	Price Per Unit
Quart	Motorcraft	3711	44.33 (per case 12 to 2)
Gallon			
5 Gallon			
55 Gallon Fleet Supreme EC	Motorcraft	3716	663.94
Bulk			

1B **SAE 10W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon			
Bulk			

1C **SAE 30W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Allison C-4, Cat TO-2, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			
55 Gallon	Puras	FLT 30W 2936	366.43
Bulk			

1D **SAE 40W** meeting the following specifications: **NIGP COMMODITY CODE: 405-90**
CF-2, CF, CD, SL, SJ, Minimum 7.5 TBN

	Brand	Product No.	Price Per Unit
Quart			
Gallon			
5 Gallon			

55 Gallon	Purus	2946	379.40
Bulk			

1E. Rotella T (15 W-40 C J 4) NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
Quart	Shell	3711	40.96 per case 12 to 2
Gallon			
5 Gallon	Shell	3714	67.08
55 Gallon	Shell	3716	691.75
Bulk			

2 GASOLINE ENGINE LUBRICANTS – NIGP COMMODITY CODE: 405-39
Made available in the following sizes: Pint, Quart, 1 Gallon, 5 Gallon, 55 Gallon, Bulk
meeting the following specifications: API, SL, SJ, SH, ILSAC-GF3 (Multigrades only) FORD WSS=M2C153H (5W-20 only)

2A SAE 5W-30– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Motorcraft	3601	44.24 per case 12 to 2
Gallon			
5 Gallon			
55 Gallon	Motorcraft	3606	647.54
Bulk			

2B SAE10W-30 – NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Motorcraft	3611	42.95 per case 12 to 2
Gallon			
5 Gallon			
55 Gallon Formula Shell			
Bulk			

2C SAE5W-20– NIGP COMMODITY CODE: 405-39

	Brand	Product No.	Price Per Unit
Quart	Motorcraft	3641	49.93 per case 12 to 2
Gallon			
5 Gallon	Motorcraft	3645	73.64
55 Gallon Premium Synthetic Blend	Motorcraft	3646	647.59

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

3 **Automatic Transmission Lubricants- NIGP COMMODITY CODE: 405-36**

Made available in the following sizes: Quart, Gallon, 5 Gallon, 55 Gallon

3A **Mercon/Dexron III ATF meeting specifications for: Mercon/Dexron II & III & IIIE, Allison C-4, Cat TO-2**

	Brand	Product No.	Price Per Unit
Quart	Coastal	5511	24.99 per case 12 to 1
Gallon			
5 Gallon	Coastal	5514	39.47
55 Gallon Formula Shell			

3B **Type F ATF meeting Ford M2C33-F specifications- NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
Quart	Motorcraft	5521	45.14 per case 12 to 1
Gallon			
5 Gallon			
55 Gallon			

3C **Mercon 5 - Trasmission Fluid - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.	Motorcraft	5511V	54.28 per case 12 to 1
16 Gallon			
55 Gallon			

3D **Allison – Castrol Transmission TranSynd - NIGP COMMODITY CODE: 405-36**

	Brand	Product No.	Price Per Unit
12 / 1 Qt.			
16 Gallon			
55 Gallon	Castrol	5916	1662.29

4 **Tractor Hydraulic Fluids- NIGP COMMODITY CODE: 405-51**
Made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Case Hy-Tran/TCH, Cat TO-2, JD 303/J20C, Ford-new Holland M2C134 A/B/C/D Massey M1141, Vickers M-2950-S, I-286-S, Universal Tractor fluid serving transmissions, final drives, oil immersed brakes and hydraulic systems

	Brand	Product No.	Price Per Unit
5 Gallon Steiner Hydraulic Oil	Purus	5534	36.15
55 Gallon Lubriguard 303	Purus	5536	311.56

5 Differential/ Final Drive Gear Lubricants NIGP COMMODITY CODE: 405-57
Made available in the following sizes: 35# Pail, 120 Lb Keg, 400 Lb Drum

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum Spirax			

5A SAE 80W-90 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Purus	4924	39.26
120 Lb Keg	Purus	4925	142.78
400 Lb Drum	Purus	4926	438.13

5B SAE 85W-140 Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, GL-4, Mack GO-J, MIL-L-2105D, MIL-PRF-2105E

	Brand	Product No.	Price Per Unit
35# Pail	Purus	4144	40.37
120 Lb Keg	Purus	4145	143.75
400 Lb Drum	Purus	4146	441.23

5C SAE 75W-90 Synthetic Gear lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
GL-5, MT-1, Mack GO-J

	Brand	Product No.	Price Per Unit
35# Pail	Coastal	4904	85.19
120 Lb Keg			
400 Lb Drum Spirax			

5D SAE 50W Synthetic Transmission lubricant meeting the following specifications: - NIGP COMMODITY CODE: 405-57
MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail	Coastal	5504	89.17
120 Lb Keg			
400 Lb Drum			

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

5E. SAE50W Synthetic Transmission lubricant meeting the following specifications: NIGP COMMODITY CODE: 405-57

MT-1 performance for Eaton, Mack, Meritor, Navistar

	Brand	Product No.	Price Per Unit
35# Pail			
120 Lb Keg			
400 Lb Drum			

5F CAT-T0-4 SAE 30 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 30W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	Purus	5714	49.16
120 Lb Keg			
400 Lb Drum CAT	Purus	5716	458.64

5G CAT TO-4 SAE 50 Drive Train oil for Final Drives meeting the following specifications:
Allison, C4, C3, Cat TO-4, TO-2, SAE 50W NIGP COMMODITY CODE: 405-90

	Brand	Product No.	Price Per Unit
35# Pail	Purus	5814	50.39
120 Lb Keg			
400 Lb Drum CAT	Purus	5816	464.78

6 Hydraulic Lubricants in various viscosities made available in the following sizes: 5 Gallon, 55 Gallon
Meeting the following specifications: Denison HF-0, Vickers M-2950-S, I-286-S, TOST min 2000 hrs.
NIGP COMMODITY CODE: 405-51

6A ISO 32 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Purus	1714	33.21
55 Gallon	Purus	1716	279.72

6B ISO 46 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Purus	1724	33.21
55 Gallon	Purus	1746	279.72

6C ISO 68 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon	Purus	1734	33.21
55 Gallon	Purus	1736	279.52

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

6D ISO 100 NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon Quincy			
55 Gallon			

7 BRAKE and POWER Steering Fluids made available in the following sizes: Pint, Quarts, preferably in Gallons Meeting the following specifications: DOT3 for Brake Fluid/ Ford, GM, Chrysler for Power Steering

7A Brake Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint	Federated	BF12	1.38
Quart	Coastal	BFQT	3.20
Gallon-Shell			

7B Power Steering Fluid NIGP COMMODITY CODE: 405-85

	Brand	Product No.	Price Per Unit
Pint	Tru-South	PS	.85
Quart	Coastal	PSQT	2.00
Gallon-Gunk			

8 Aeroshell Fluid 4 Fluid make available in the following sizes 1 Gallon, 55 Gallon NIGP COMMODITY CODE: 405-51

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

9 Chassis Grease made available in the following sizes: Case of 10 tubes, 35# Pail, 120# Keg, 55 Gallon Drums NIGP COMMODITY CODE: 405-24

9A Lithium Complex High Temp Grease meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, on & off Road Applications

	Brand	Product No.	Price Per Unit
Case 10	Mystik	7250	2.64 per tube case of 10
35# Pail	Mystik	7254	97.24
120 # Keg-Mystik	Mystik	7255	318.40
55 Gallon			

9B Lithium Complex High Temp Grease w/ 3% moly meeting specifications: NIGP COMMODITY CODE: 405-24 NLGI-2, ASTM D4950 GC-LB, Suitable for wheel bearings, chassis, PTO, U-Joints, On & Off Road Applications

	Brand	Product No.	Price Per Unit
Case 10-CAT	Castrol	7200	3.47 per tube case of 10
35# Pail			
120 # Keg-CAT	Castrol	7205	423.53

HIDALGO COUNTY
LUBRICANTS (GREASE, OIL, HYDRAULIC FLUIDS & ANTIFREEZE) PRODUCTS
RFB № 2015-208-08-12-SGS
EXHIBIT "B"-BID PAGES

CLASS 060-AUTOMOTIVE & TRAILER EQUIPMENT & PARTS

10 Antifreeze made available in the following sizes: 1 Gallon, 55 Gallon

10A Ethylene Glycol Antifreeze meeting specifications for: NIGP COMMODITY CODE: 060-03
ASTM D3306 for automotive/ ASTM D 4985 for Heavy Duty Diesel

	Brand	Product No.	Price Per Unit
1 Gallon			
55Gallon-Shell Zone	KOS	ANTI55 50/50	262.63

10B Extended Life Antifreeze/ Coolant meeting specifications for: NIGP COMMODITY CODE: 060-03
CAT EC-1, TMC RP 329, TMC RP 338, Matching Caterpillar Extended Life Coolant, Detroit Diesel

	Brand	Product No.	Price Per Unit
1 Gallon	Purus	E/c 50/50	8.99
55 Gallon	Purus	E/c 55 50/50	369.19

10C Volvo Antifreeze – Coolant VCS NIGP COMMODITY CODE: 060-03

	Brand	Product No.	Price Per Unit
1 Gallon			
55 Gallon			

CLASS 075 – AUTOMOTIVE SHOP AND RELATED EQUIPMENT & SUPPLIES

11 Shop Chemicals and Products made available in various sizes

11A Aerosol Brake Cleaner NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
CRC	05088F	2.49

11B Aerosol Engine Degreaser NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
CRC	05025	3.17

11C Aerosol Starting Fluid-Spray Can NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit

11D Aerosol Penetrating Oil – WD 40 NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
WWOD	11	5.00

11E Oil Absorbent – Absorb & Dry NIGP COMMODITY CODE: 075-66

Brand	Product No.	Price Per Unit
	DRI	5.92

CLASS 405-FUEL, OIL, GREASE & LUBRICANTS

12A Gasoline Fuel Additive – Seafoam NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit
Seafoam	SF16	7.18

12B Diesel Fuel Additives NIGP COMMODITY CODE: 405-07

Brand	Product No.	Price Per Unit
Seafoam	SF16	7.18

12C Engine Oil Additive NIGP COMMODITY CODE: 405-38

Brand	Product No.	Price Per Unit

12D Aerosol Lubricant NIGP COMMODITY CODE: 405-27

Brand	Product No.	Price Per Unit

12E Easy Slide RB-9512 Dryfilm Lubricant – Lube-A-Boom NIGP COMMODITY CODE: 405-66

Brand	Product No.	Price Per Unit

CLASS 630 - PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED PRODUCTS

13 Mineral Spirits made available in the following sizes: 5 Gallon, 55 Gallon NIGP COMMODITY CODE: 630-90

13A Mineral Spirits meeting specifications for:
Naptha, Parts Cleaner

	Brand	Product No.	Price Per Unit
5 Gallon			
55 Gallon			

OPTION 2 - BULK TANK- PRICE PER GALLON

CLASS 405- FUEL, OIL GREASE AND LUBRICANTS

14 Synthetic Petroleum Products - meeting specifications for NIPG CODE: 405-90

Premium Synthetic Blend 5W-20

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

Premium Synthetic Blend 5W-30

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

15 Transmissions Fluid meeting specifications for - NIPG CODE: 405-36

Spirax 53 ATF MD3

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

16 Tractor Hydraulic Fluids- meeting specifications for- NIGP : 405-51

Lubriguard 303

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

CLASS 060-AUTOMOTIVE AND TRAIL EQUIPMENT & PARTS

17 Anti-Freeze - meeting specifications for- NIPG CODE: 060-03 * add on next time

Premix 50/50 Coolant- Ethylene Glycol – Extended Life Anti-Freeze – Volvo Anti-Freeze

TANK SIZE	Brand	Product No.	Price Per Gallon
Lubster - 275 Gallon			

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:	King Corporation dba Arnold Oil Company
ADDRESS:	P.O. Box 116 - Mile 2 East 8½ North
CITY/STATE/ZIP CODE:	Mercedes, Texas 78570
TELEPHONE NUMBER	(956) 565-4737
E-MAIL ADDRESS:	j.rodriguez@arnoldoilco.com
CELLULAR NUMBERS:	(956) 532-4735
FAX NUMBER:	(956) - 565-9571
AUTHORIZED SIGNATURE:	Jay Rodriguez
PRINTED NAME:	Jay Rodriguez
TITLE:	Operations Manager
DATE:	8-10-2015

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/24/2015

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 269-160-8 THE KING CORPORATION, ARNOLD OIL COMPANY PO BOX 7889 CORPUS CHRISTI, TX 78467	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	N	9216445	07/08/2015	07/08/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	N	N	9216445	07/08/2015	07/08/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	9216446	07/08/2015	07/08/2016	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	9216447	07/08/2015	07/08/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

269-160-8
HIDALGO COUNTY
2812 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-6243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-51614 **Purchasing Department** **19. A. 2.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Darlene Betancourt, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" (attached herein) for all General and/or all other Applicable Funds Budgets for the following, including but not limited to, Elected Officials, Department Heads, Program and/or Agency Directors:

a. Cut-off date for the submission of Requisitions by Friday, October 30, 2015 for goods and/or services that require sufficient time to order and receive prior to 12-31-2015, i.e., MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

b. Cut-off date for submission of Requisitions by Friday, November 6, 2015 on goods and/or services that require sufficient time to order and receive prior to 12-31-2015, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

c. Approval to notify all elected offices and departments that open purchase orders at 12-31-15 for which there is not a proper invoice and physical receipt of goods and/or services will be charged to the 2016 budgets.

BACKGROUND

All applicable acquisitions would require Purchase ORders thus addressing the fiscal impact.

Fiscal Impact

Attachments

Year-End Memorandums

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/08/2015 11:26 AM
Budget & Management	Veronica Ortiz	10/08/2015 11:29 AM
Glinda Pacheco	Glinda Pacheco	10/08/2015 01:39 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Darlene Betancourt Started On: 09/30/2015 04:33 PM

Final Approval Date: 10/09/2015

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW REQUESTED & RECOMMENDED

To: **All GENERAL FUND and/or APPLICABLE FUNDS-Elected Officials/Department Heads**

From: **Martha L. Salazar** — **HC Purchasing Agent**; **Raymundo Eufracio, CPA** — **HC Auditor**; **Sergio Cruz** — **HC Budget Officer**

Date: **October 13, 2015**

Re: **"Order" for Requisition Submission Date Deadline-"Major Purchases"**

Pursuant to action taken by Hidalgo County Commissioners Court on, Tuesday, October 13, 2015, this serve as your NOTICE of an approved "Order" setting of a **deadline of Friday, October 30, 2015 at 5:00 PM** for the submission of the following:

a) The submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2015) fiscal/calendar year for **MAJOR PURCHASES** (i.e., vehicles, furniture, equipment, etc.) **THAT REQUIRE SUFFICIENT/AMPLE TIME FOR DELIVERY BEFORE 12/31/15;**

b) The proper funding of all line items prior to the submission of requisitions through the Budget Office will be required;

c) All goods and/or services must be received and rendered by December 31, 2015 to qualify for payment under year 2015 budgets;

d) All open Purchase Orders from the 2015 budgets for which goods were not received or services not rendered by December 31, 2015 will lapse and those Purchase Orders will be charged to the 2016 Budget.

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-tem funding or creation of the proper-line item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that you feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation by your department to Commissioners' Court for direction and action. However, these also need IMMEDIATE notice to one of the above-three departments listed above in order to place on the Court's agenda prior to the deadline of **October 30, 2015**.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 10/30/15 VIA EMAIL TO: rudy.salinas1@co.hidalgo.tx.us and FAX TO 292-7612.

_____ _____

Signature of Elected Official/Dept. Head/Program-Agency Director **Date**

_____ _____

Printed Name/Title **Department**

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW REQUESTED & RECOMMENDED

To: **All GENERAL FUND and/or APPLICABLE FUNDS-Elected Officials/Department Heads**

From: **Martha L. Salazar** — **HC, Purchasing Agent**; **Raymundo Eufracio, CPA** — **HC, County Auditor**; **Sergio Cruz** — **HC, Budget Officer**

Date: **October 13, 2015**

Re: **"Order" for Requisition Submission Date Deadline-"Day to Day Purchases"**

Pursuant to action taken by Hidalgo County Commissioners Court on, Tuesday, October 13, 2015, this will serve as your **NOTICE** of an approved "Order" setting a **deadline of Friday, November 06, 2015 at 5:00 PM** for the submission of the following:

Goods and/or Services for the Day to Day Operations of your department/program/agency and NOT those Goods and/or Services (Major Purchases, i.e., vehicles, furniture, equipment, etc.) for which a DEADLINE of October 30, 2015, ORDERED by Commissioners Court in the MEMO you received from this department and dated, October, 13, 2015.

a) The submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2015) fiscal/calendar year for those goods and/or services necessary to carry on and conduct the day to day operations of your department, program or agency;

b) The proper funding of all line items through the Budget Office will be required prior to the submission of requisitions for day to day purchases with the deadline of November 06, 2015

c) All goods and/or services must be received and rendered by December 31, 2015 to qualify for payment under year 2015 budgets;

d) All open Purchase Orders from the 2015 budgets for which goods were not received or services not rendered by December 31, 2015 will lapse and those Purchase Orders will be charged to the 2016 Budget.

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-tem funding or creation of the proper-line item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that you feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation by your department to Commissioners' Court for direction and action. However, these also need **IMMEDIATE** notice to one of the above-three departments listed above in order to place on the Court's agenda prior to the deadline of **November 06, 2015**.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 11/06/15 VIA EMAIL TO: rudy.salinas1@co.hidalgo.tx.us and FAX TO 292-7612.

_____ _____

Signature of Elected Official/Dept. Head/Program-Agency Director **Date**

_____ _____

Printed Name/Title **Department**

AI-51739 **Purchasing Department** **19. B. 1.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Katia Garcia, COMM. PCT. #1

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

A. Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 1: "Paving and Drainage Improvements to: Spanish Palms Subdivision" (CC award action AI-51023, 08/25/15) to 2GS, LLC, in the total amount of $259,364.00, for Contract # C-15-256-08-25 reviewed and approved as to form by Legal Counsel.

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (Raul Lozano unless otherwise voiced by Commissioner) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits'...The original contract price may not be decreased by 18% or more without the consent of the contractor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-194-0-721

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

BUDGETARY IMPACT:

Attachments

Contract approved by Legal

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Moises Salazar Started On: 10/08/2015 03:08 PM

Final Approval Date: 10/09/2015

CONTRACT DOCUMENTS

FOR THE

HIDALGO COUNTY PRECINCT NO.1

Paving and Drainage Improvements to:

Spanish Palms Subdivision

Hidalgo County Precinct 1

Hidalgo County, Texas

July 2015

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED
PROFESSIONAL ENGINEER

7-28-15

Emigdio "Milo" Salinas, PE

Civil Engineer:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

LEMC No. 175

General Request for Bid Package
Table of Contents

I. **Bidding Requirements**
- A. Request for Bid Advertisement
- B. Request for Bid Legal Notice
  - a. Bid Bond
  - b. Exhibit "A" Specifications
  - c. Exhibit "B" Bid Page & Attachments
  - d. Exhibit "C" Insurance Requirements
  - e. Exhibit "D" C.I.Q.
  - f. Exhibit "E" Proposer's Affidavit
- C. Vendor Application
- D. Start-Up Documents
  - a. Contract (Draft)
  - b. W-9 IRS Form
  - c. Statement of Credentials
  - d. County Forms Submittal Checklist

II. **Bonding Requirements**
- A. Payment Bond
- B. Performance Bond

III. **Index of General Conditions**
- A. General Conditions

IV. **Labor Standard Documents**
- A. Davis Bacon
  - a. Wage Decision: TX150008
  - b. Title 29-Labor
  - c. Making Davis Bacon Work
  - d. Required Payroll forms
  - e. Federal Labor Standards
  - f. Required Display Forms

V. **Close-Out Documents**
- A. Certificate of Construction Completion
- B. Contractor's Release and Waiver of Lien
  - a. Sub-Contractors Release and Waiver of Lien

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Spanish Palms Subdivision"

BID No. -2015-256-08-12-MSS

TABLE OF CONTENTS –**for COUNTY'S FRONT END DOCUMENTS**

Item	Description	No. of Pages
1.	Invitation Letter and Advertisement	2
2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Statement of Credentials	5
9.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. 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.

PURCHASING DEPARTMENT
County Of Hidalgo

July 27, 2015

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT No. 1**
Request for Bids –**"Paving & Drainage Improvements to: Spanish Palms Subdivision"**
Bid No: 2015-256-08-12-MSS

Dear Gentleman/Ladies:

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/mss

Enclosures

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following:

Bid No.:	Bid Description:	Opening Date:
2015-256-08-12-MSS	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Spanish Palms Subdivision"	AUGUST 12, 2015

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering & Management Consulting, LLC at 612 Nolana, Suite 520, McAllen, Texas 78504 Phone No. (956) 687-5362 for the amount of $100. General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable.

PRE-BID CONFERENCE is scheduled for **MONDAY, August 3, 2015 at 3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo.
A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

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.:2015-256-08-12-MSS "PAVING & DRAINAGE IMPROVEMENTS TO SPANISH PALMS SUBDIVISION"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain **one (1) original and three (3) copies** of bid and must be clearly identified and addressed for delivery to:

HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.
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, AUGUST 12, 2015** 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 sixty (60) 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.

Typed-written Requests For Information (RFI) 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 August 5th, 2015. 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 21st of July, 2015.

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

-"Paving & Drainage Improvements to: Spanish Palms Subdivision"

RFB NO: 2015-256-08-12-MSS

Acceptance Date: **August 12, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: SPANISH PALMS SUBDIVISION"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2015-256-08-12-MSS- HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: SPANISH PALMS SUBDIVISION"** 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, AUGUST 12, 2015.**

   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 -2015-256-08-12-MSS- HIDALGO COUNTY PRECINCT NO. 1 -PAVING & DRAINAGE IMPROVEMENTS TO: SPANISH PALMS SUBDIVISION".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: LeFevre Engineering & Management Consulting, LLC attn: Milo Salinas, P.E., *at milo@lefevregroup.net* . Please call 956-687-5362 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 August 05, 2015. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for

approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID-2015-256-08-12-MSS- HIDALGO COUNTY PRECINCT NO. 1-"PAVING & DRAINAGE IMPROVEMENTS TO: SPANISH PALMS SUBDIVISION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**August 3rd, 2015**
Bid Opening,	**3:00 PM**	**August 12th, 2015**
Award of Contract		_____, 2015
Commence Work or Deliver Products		_____, 2015

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

COPY

BIDDERS ACKNOWLEDGEMENT
Bid
for

HIDALGO COUNTY PRECINCT NO. 1
"PAVING & DRAINAGE IMPROVEMENTS TO: SPANISH PALMS SUBDIVISION"
BID-2015-256-08-12-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: 2GS, LLC
Address: P.O. Box 595, Penitas, Texas 78576
By:
Printed Name: Humberto Garcia Jr.
Title: Member

(This page must be submitted in response)

EXHIBIT "A"

SPECIFICATIONS:

Hidalgo County
Hidalgo County Precinct No. 1 – Paving and Drainage Improvements to:
Spanish Palms Subdivision
Bid No.: 2015-256-08-12-MSS

SCOPE OF WORK, SPECIFICATION REQUIREMENTS AND OTHER TERMS & CONDITIONS:

The County Of Hidalgo requests proposals for:
"Hidalgo County Precinct No. 1 – Paving and Drainage Improvements to:
Spanish P[illegible]ns Subdivision"
(See attached specifications as prepared by LeFevre Engineering & Management Consulting LLC.)

Engineering Firm Contact:
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McAllen, TX 78504
956-687-5362

Precinct Contact:
Katia Garcia, Accountant
956-968-8733, EXT. 1022

Hidalgo County-Purchasing Department Contact:
Vangie Y. Garcia, Contract Manager
956-292-7000, EXT. 4856

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	Scope of Work	1
01110	Summary of Work	1
01145	Use of Premises	3
01321	Construction Photography	2
01330	Submittal Procedures	4
01410	TPDES Requirements	3
01454	Testing Laboratory Services	3
01502	Mobilization	1
01504	Temporary Facilities and Controls	8
01555	Traffic Control and Regulation	1
01570	Storm Water Pollution Control	11
01572	Source Controls for Erosion and Sedimentation	4
01573	Filter Fabric Fence	3
01575	Stabilized Construction Exit	3
01576	Waste Material Disposal	1
01578	Control of Ground Water and Surface Water	4
01720	Project Record Documents	2

DIVISION 2 – SITE WORK

02221	Removing Existing Pavements and Structures	2
02233	Cleaning and Grubbing	2
02315	Roadway Excavation and Roadside Ditches	3
02316	Excavation and Backfill Around Structures	6
02320	Utility Backfill Materials	8
02330	Embankment	3
02711	Chain Link Fence	2
02740	Asphalt Overlay and Base Repair	5
02741	Asphalt Concrete Pavement	5
02742	Prime Coat	3
02743	Tack Coat	3
02751	Concrete Pavement	10
02752	Concrete Pavement Joints	3
02753	Concrete Pavement Curing	2
02756	Cold Milling	3

DIVISION 3 – CONCRETE

03211	Reinforcing Steel	7
03315	Concrete	11

END OF DOCUMENT

Division 1
General Requirements

SECTION 01010

SCOPE OF WORK

This Scope of Work and any accompanying drawings are intended as a guide to the Contractor in identifying the work to be accomplished in completing this project. This Scope of Work may not be all inclusive and the Contractor shall be responsible for providing all supervision, labor, materials, equipment, direction, and coordination necessary to perform and totally complete the work in conformance with the drawings and specifications. If an "or equal" substitution is made for any of the recommended items shown in the specifications or drawings, the Contractor shall be responsible for providing all the necessary physical modifications to fully accommodate the substitution at no change in contract price.

PART 1. GENERAL

1.01 CIVIL

A. Work of the Project consists of paving and drainage improvements to Spanish Palms Subdivision.

1.02 CONSTRUCTION RECORD DRAWINGS

A. The Contractor shall maintain a complete master set of construction "red-line" drawings to document any field changes to the "Issued for Construction" drawing set which shall accurately depict the "As-Built" construction of the plant. Following Mechanical completion, this drawing set shall be turned over to the Engineer for updating the for Record "As-Built" drawings.

B. Any drawings and documentation which are to be supplied by the Contractor, shall be updated to accurately depict the "As-Built" construction of the plant and turned over to the Engineer following Mechanical Completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.03 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.04 SAFETY REQUIREMENTS

A. The Contractor shall provide all safety equipment required by his employees to meet Occupational Safety and Health Administration (OSHA) safety requirements.

END OF SECTION 01010

SECTION 01110

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Summary of the Work including work by the Owner, Owner-furnished Products, work sequence, future work, Contractor use of Premises, special conditions for substantial completion and City occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the Contract is for paving and drainage improvements to Spanish Palms Subdivision.

1.03 OWNER-FURNISHED PRODUCTS

A. Items Furnished by the Owner for installation and final connection by Contractor: Owner will waive the sanitary sewer connection fee.

B. Contractor's Responsibilities:

1. Arrange and pay for Product delivery to the site.
2. Receive and unload Products at the site; jointly with the Owner, inspect for completeness or damage.
3. Handle, store, Install, and finish Products.
4. Repair or replace damaged items.

1.04 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way.

B. Construction Operations: Limited to the Owner's rights-of-way provided by the Owner and areas shown or described in the Contract documents.

C. Utility Outages and Shutdown: Provide a minimum of 48 hours notice to the Owner and private utility companies (when applicable), excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION - 01110

Section 01145

USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.

B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.

B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.

C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.

B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and are the responsibility of the Contractor.

C. Maintain access for emergency vehicles including access to fire hydrants.

D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.

F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.

B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.

B. Remove surplus materials and debris and open each block for public use as work in that block is complete.

C. Acceptance of any portion of the Work will not be based on return of street to public use.

D. Avoid obstructing driveways or entrances to private property.

E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

A. Provide traffic control plan, traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

1.09 SURFACE RESTORATION

A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.

B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing.

C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as

approved by the Resident Project Representative and re-sod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 01321

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Photographic requirements for construction photographs and submittals.

1.02 SUBMITTALS

A. Prints: Furnish 2 sets of 4-inch by 6-inch prints of each view and submit 1 print directly to the Engineer within 7 days of taking photographs. One print shall be retained by the Contractor in the field office at the Project site and available at all times for reference.

B. Extra Prints: When requested by the Engineer, the Contractor shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.

C. When required by individual sections, submit photographs taken prior to start of construction to show original site conditions.

D. When required by Contract Documents, submit photographs with monthly Pay Estimate.

E. Negatives: With each submittal, include photographic negatives, in protective envelopes, identified by Project name, Contractor, and date photographs were taken.

F. In lieu of negatives, Contractor may submit electronic files of digital photographs if using a digital camera, but must comply with Parts 1 and 2 of this section.

1.03 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely execution of the photographs, their vantage point, and quality.

B. Photographs: Two prints; color, matte finish; 4 x 6 -inch size, mounted on 8-1/2 x 11- inch soft card stock, with left edge binding margin for three hole punch. Digital photos shall not be distorted to fit card stock.

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS

A. Prior to the commencement of any construction, take 35 mm or digital color photographs of the site of the project and present two sets of prints to the Engineer for their use in contract administration and inspection. Subject matter of the photographs to be determined by the Engineer.

B. The photographs shall show on a non-reflective chalkboard readable in the photograph:

1. Job number.

2. Date and time photographs were taken.

3. Location and compass direction of the photograph, along with the project number.

4. Date shall be on negative (35mm) or on digital image.

5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.

D. Identify each photograph with an applied label or rubber stamp on the back with the following information:

1. Name of the Project.

2. Name and address of the photographer (if a professional photographer is used).

3. Name of the Contractor.

4. Date the photograph was taken.

5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Schedule of Values
2. Construction Schedules and Cash Flow Curve (billing forecast).
3. Shop Drawings, Product Data and Samples
4. Operations and Maintenance (O&M) Data
5. Manufacturer's Certificates
6. Construction Photographs
7. Project Record Documents and monthly certification.
8. Video Tapes
9. Design Mixes

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Submit Shop Drawings, data and Samples for related components as required by Specifications and Engineer.
2. Schedule submittals well in advance of need for construction Products. Allow time for delivery of Products after submittal approval.
3. Develop submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. Allow a minimum of 30 days for initial review. Engineer will review and return submittals to Contractor as expeditiously as possible but time required for review will vary depending on complexity and quantity of data submitted.
4. Engineer's review of submittals covers only general conformity to Drawings, Specifications and dimensions that affect layout. Contractor is responsible for quantity determination. No quantities will be verified by Engineer. Contractor is responsible for errors, omissions or deviations from Contract requirements; review of submittals does not relieve Contractor from the obligation to furnish required items in accordance with Drawings and Specifications.
5. Submit five copies of documents unless otherwise specified.
6. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
7. Assume risk for fabricated Products delivered prior to approval. Do not

incorporate Products into the Work, or include payment for Products in periodic progress payments, until approved by Engineer.

B. Transmittal Form and Numbering:

1. Transmit each submittal to Engineer with Transmittal letter which includes:

   a. Date and submittal number

   b. Project title and number

   c. Names of Contractor, Subcontractor, Supplier and manufacturer

   d. Identification of Product being supplied

   e. Location of where Product is to be installed

   f. Applicable Specification section number

2. Identify deviations from Contract documents clouding submittal drawings. Itemize and detail on separate 8-1/2 by 11-inch sheets entitled "DEVIATIONS FOR _____." When no deviations exist, submit a sheet stating no deviations exist.

3. Have design deviations signed and sealed by an appropriate design professional, registered in the State of Texas.

4. Sequentially number transmittal letters beginning with number one. Use original number for re-submittals with an alphabetic suffix (i.e., 2A for the first re-submittal of submittal 2, or 15C for third re-submittal of submittal 15, etc.). Show only one type of work or Product on each submittal. **Mixed submittals will not be accepted.**

C. Contractor's Stamp:

1. Apply Contractor's Stamp certifying that the items have been reviewed in detail by Contractor and that they comply with Contract requirements, except as noted by requested variances.

2. As a minimum, Contractor's Stamp shall include:

   a. Contractor's name

   b. Job number

   c. Submittal number

   d. Certification statement Contractor has reviewed submittal and it is in compliance with the Contract

   e. Signature line for Contractor

D. Submittals will be returned with one of the following Responses:

1. "Reviewed" when no response and re-submittal is required.

2. "Reviewed" when sufficient information has supplied to determine that item described is accepted and that no re-submittal is required.

3. "Reviewed; see comments" when sufficient information has been supplied to determine that item will be acceptable subject to changes, or exceptions, which will be clearly stated. When exceptions require additional changes, the changes must be submitted for approval. Re-submittal is not required when exceptions require no further changes.

4. "Rejected" when submittal does not contain sufficient information, or when information provided does not meet Contract requirements. Additional data or details requested by Engineer must be submitted to obtain approval.

1.03 MANUFACTURER'S CERTIFICATES

A. When required by Specification sections, submit manufacturers' certificate of compliance for review by Engineer.

B. Place Contractor's Stamp on front of certification.

C. Submit supporting reference data, affidavits, and certifications as appropriate.

D. Product certificates may be recent or from previous test results, but must be acceptable to Engineer.

1.04 DESIGN MIXES

A. When required by Specification sections, submit design mixes for review.

B. Place Contractor's Stamp, as specified in this section, on the front of each design mix.

C. Mark each mix to identify proportions, gradations, and additives for each class and type of mix submitted. Include applicable test results from samples for each mix. Perform tests and certifications within 12 months of the date of the submittal.

D. Maintain copies of approved mixes at mixing plant.

1.05 CHANGES TO CONTRACT

A. Changes to Contract may be initiated by completing a Request for Information form. Engineer will provide a response to Contractor by completing the form and returning it to Contractor.

1. If Contractor agrees that the response will result in no increase in cost or time, a Minor Change in the Work will be issued by Engineer.

2. If Contractor and Engineer agree that an increase in time or cost is warranted, Engineer will forward the Request for Proposal for negotiation of a Change Order.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION - 01330

SECTION 01410

TPDES REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Documentation to be prepared and signed by Contractor before conducting construction operations, in accordance with the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit Number TXR 150000 issued March 5, 2003 (the Construction General Permit).

B. Implementation, maintenance inspection, and termination of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other appropriate practices shown on the Drawings or specified elsewhere in the contract.

C. Review of the Storm Water Pollution Prevention Plan (SWP3) implementation with Engineer prior to start of construction.

1.02 DEFINITIONS

A. Commencement of Construction Activities: The exposure of soil resulting from activities such as clearing, grading, and excavating.

B. Large Construction Activity: Project that:

1. disturbs five acres or more, or

2. disturbs less than five acres but is part of a larger common plan of development that will disturb five acres or more of land.

C. Small Construction Activity: Project that:

1. disturbs one or more acres but less than five acres, or

2. disturbs less than one acre but is part of a larger common plan of development that will ultimately disturb one or more acres but less than five acres.

D. TPDES Operator:

1. The person or persons who have day-to-day operational control of the construction activities which are necessary to ensure compliance with the SWP3 for the site or other Construction General Permit conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWP3)

A. Prepare a SWP3 following Part III of the Construction General Permit and the Storm Water Management Handbook for Construction Activities issued under Owner Ordinance Section 47-695(b). If conflicts exist between the Construction General Permit and the handbook, the more stringent requirements will apply.

B. Update or revise the SWP3 as needed during the construction following Part III, Section E of the Construction General Permit.

C. Submit the SWP3 and any updates or revisions to Engineer for review and address comments prior to commencing, or continuing, construction activities.

3.02 NOTICE OF INTENT for Large and Small Construction Activity

A. Fill out, sign, and date TCEQ Form 20022 (02/03) Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity under the TPDES Construction General Permit (TXR 150000), SEE ATTACHMENT of this Section 01410.

B. Transmit the signed Contractor's copy of TCEQ Form 20022 (02/03), along with a $100.00 check, made out to Texas Commission on Environmental Quality.

C. Submission of the Notice of Intent form by the Contractor to TCEQ is required a minimum of two days before Commencement of Construction Activities.

3.03 CERTIFICATION REQUIREMENTS

A. Fill out TPDES Operator's Information form, SEE ATTACHMENT of this Section 01410, including Contractor's name, address, and telephone number, and the names of persons or firms responsible for maintenance and inspection of erosion and sediment control measures. Use multiple copies as required to document full information.

B. Contractor and Subcontractors shall sign and date the Contractor's / Subcontractor's Certification for TPDES Permitting, SEE ATTACHMENT 4 this Section 01410.

C. Submit properly completed certification forms to Engineer for review before beginning construction operations.

D. Conduct inspections in accordance with TCEQ requirements. Ensure persons or firms responsible for maintenance and inspection of erosion and sediment control measures read, fill out, sign, and date the Erosion Control Contractor's Certification for Inspection and maintenance. Use the EPA NPDES Construction Inspection Form, SEE ATTACHMENT of this Section 01410; and the Owner's Storm Water Pollution Prevention Plan Construction Site Inspection Report, SEE ATTACHMENT of this Section 01410 to record maintenance inspections and repairs.

3.04 RETENTION OF RECORDS

A. Keep a copy of this document and the SWP3 in a readily accessible location at the construction site from Commencement of Construction Activity until submission of the Notice of Termination (NOT) for Storm Water Discharges Associated with Construction Activity under TPDES Construction General Permit (TXR 150000) to TCEQ. Contractors with day-to-day operational control over SWP3 implementation shall have a copy of the SWP3 available at a central location, on-site, for the use of all operators and those identified as having responsibilities under the SWP3. Upon submission of the NOT, to TCEQ submit a copy of the SWP3 with all revisions to Engineer.

3.05 REQUIRED NOTICES

A. Post the following notices from effective date of the SWP3 until date of final site stabilization as defined in the Construction General Permit:

1. Post the TPDES permit number for Large Construction Activity, or a signed TCEQ Construction Site Notice for Small Construction Activity. Signed copies of the Owner's

and Contractor's NOI must also be posted.

2. Post notices near the main entrance of the construction site in a prominent place for public viewing. Post name and telephone number of Contractor's local contact person, brief project description and location of the SWP3.

   a. If posting near a main entrance is not feasible due to safety concerns, coordinate posting of notice with Project Manager to conform to requirements of the Construction General Permit.

   b. If Project is a linear construction project (e.g.: road, utilities, etc.), post notice in a publicly accessible location near active construction. Move notice as necessary.

3. Post a notice to equipment and vehicles operators, instructing them to stop, check, and clean tires of debris and mud before driving onto traffic lanes. Post at each stabilized construction exit area.

4. Post a notice of waste disposal procedures in a readily visible location on site.

3.06 ON-SITE WASTE MATERIAL STORAGE

A. On-site waste material storage shall be self-contained and shall satisfy appropriate local, state, and federal rules and regulations.

B. Prepare list of waste material to be stored on-site. Update list as necessary to include up-to-date information. Keep a copy of updated list with the SWP3.

C. Prepare description of controls to reduce pollutants generated from on-site storage. Include storage practices necessary to minimize exposure of materials to storm water, and spill prevention and response measures consistent with best management practices. Keep a copy of the description with the SWP3.

3.08 NOTICE OF TERMINATION

A. Submit a NOTE, ATTACHMENT 7 of this Section 01410, to Project Manager within 30 days after:

1. Final stabilization has been achieved on all portions of the site that are the responsibility of the Contractor; or

2. Another operator has assumed control over all areas of the site that have not been stabilized; and

3. All silt fences and other temporary erosion controls have either been removed, scheduled to be removed as defined in the SWP3, or transferred to a new operator if the new operator has sought permit coverage.

B. Project Manager will complete Owner's NOT and submit Contractor and Owner's notices to the TCEQ and MS4 entities.

END OF SECTION

SECTION 01454

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E 329 - Standard Specification for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction.

E. ISO/TEC Guide 25 - General Requirements for the Competence of Calibration and Testing Laboratories.

1.03 SELECTION AND PAYMENT

A. The Owner will select, employ, and pay for services of an independent testing laboratory to perform inspection and testing identified in individual Specification sections.

C. Employment of a testing laboratory by the Owner shall not relieve Contractor of its obligation to perform work in accordance with requirements of Contract documents.

D. The Owner will deduct a minimum two-hour charge for testing laboratory time from periodic progress payment when operations requiring testing or inspection are canceled without prior notification.

E. The Owner will deduct cost of retesting from periodic progress payment whenever failed work is removed, replaced and retested.

1.04 QUALIFICATION OF LABORATORY

A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

B. Meet ISO/TEC Guide 17025 conditions for accreditation by the American

Association for Laboratory Accreditation (A2LA) in specific fields of testing required in individual Specification sections.

C. If laboratory subcontracts are part of the testing services, such work will be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

A. Testing laboratory shall provide and distribute copies of laboratory reports to the distribution list Engineer provides at the pre-construction conference.

B. Keep one copy of each laboratory report distributed or faxed at the site field office for duration of the Work.

C. Laboratory will fax material supplier, Contractor and Engineer reports that indicate failing test results by no later than close of business on the working day following test completion and review.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge requirements of the Contract.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume Contractor duties.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Provide safe access to the Work and to manufacturer's facilities for Engineer and for testing laboratory personnel.

B. Provide testing laboratory with a copy of the Construction Schedule and a copy of each update to Construction Schedule.

C. Notify Engineer and testing laboratory during normal working hours of the day previous to expected time for operations requiring inspection and testing services. When Contractor fails to make timely prior notification, do not proceed with the operations requiring inspection and testing services.

D. Request and monitor testing as required to provide timely results and to avoid delays to the Work. Provide samples to laboratory in sufficient time to allow required test to be performed in accordance with specified test methods before intended use of the Product.

E. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested, to obtain and handle samples at site or at source of Products to be tested, and

to facilitate tests and inspections including storage and curing of test samples.

G. Make arrangements with laboratory through Engineer.

1. Re-testing required for failed tests.

2. Re-testing for nonconforming work.

3. Additional sampling and tests requested beyond specified requirements.

4. Insufficient notification of cancellation of tests for work scheduled but not performed.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 CONDUCTING TESTING

A. Conform to laboratory sampling and testing methods specified in individual Specification sections to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by Project Manager.

B. Requirements of this Section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by employed testing laboratories.

END OF SECTION - 01454

Section 01502

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT & PAYMENT

A. Measurement and payment for mobilization is on a stipulated price basis.

B. Mobilization payments will be made in accordance with the following provisions:

1. Authorization for payment of 50 percent of the Contract Price for mobilization will be made upon receipt and approval by Engineer of the following items, as applicable:

   a. Establishment of the field office for the Resident Project Representative where an office is required by other Sections;
   b. Establishment of the Contractor's office;.
   c. Establishment of Contractor's material and equipment storage areas (as evidenced by executed leases or rental agreement); and.
   d. Issuance of Notice to Proceed by Engineer to Contractor..

2. Authorization for payment of the remaining fifty (50) percent of the Contract Price for mobilization will be made upon completion of Work amounting to five (5) percent of the Contract Price less the mobilization unit price.

C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01504

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and necessary controls for the Project, including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, pest and rodent control and disposal of trash, debris and excavated material.

B. Facilities and controls specified in this section are considered minimum for the Project. Provide additional facilities and controls for proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements specified in other sections of the Specifications.

1. Maintain and operate temporary facilities and systems to assure continuous service.

2. Modify and extend systems as the Work progress requires.

3. Completely remove temporary materials and equipment when no longer required.

4. Restore existing facilities used for temporary services to specified or original condition.

PART 2 P R O D U C T S - NOT USED

PART 3 E X E C U T I O N

3.01 TEMPORARY UTILITIES

A. Obtaining Temporary Service:

1. Make arrangements with utility service companies for temporary services.

2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Responsible for utility service costs until Date of Substantial Completion. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:

1. Provide water required for and in connection with work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. Water to be drawn from public fire hydrants. Obtain transit meter from Owner. Pay required deposit based on rates established by latest ordinance.

3. Provide and maintain an adequate supply of potable water for domestic

consumption by Contractor personnel, Engineer and representatives of the Owner.

C. Electricity and Lighting:

1. Provide electric power service required for the Work including required testing, lighting, operation of equipment, and other Contractor use.

2. Electric power service includes temporary power or generators required to maintain plant operations during scheduled shutdowns.

3. Minimum lighting level shall be 10 foot-candles for open areas; 20-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 200 square feet of work area.

D. Temporary Heat and Ventilation:

1. Provide temporary heat necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

E. Telephone:

1. Provide emergency telephone service at Project site for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities:

1. Provide and maintain sanitary facilities for persons on the site; comply with regulations of State and local departments of health.

2. Enforce use of sanitary facilities by construction personnel at site. Enclose sanitary facilities. Pit-type toilets are not permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause nuisance or health problems. Haul sewage and waste off-site and properly dispose in accordance with applicable regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.02 STORAGE SHEDS AND BUILDINGS

A. Provide adequately ventilated, watertight storage facilities with floor above ground level for Products susceptible to weather damage.

B. Storage of Products not susceptible to weather damage may be on blocks off the ground.

C. Store Products in a neat and orderly manner. Place Products to permit easy access for identification, inspection and inventory.

D. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

3.03 SAFETY REQUIREMENTS

A. Submit a safety program at the pre-construction meeting and follow the Program. Include documented response to trench safety requirements of Section 02260 - Trench Safety

System.

B. Conduct operations in strict accordance with applicable Federal, State and local safety codes and statutes and with good construction practice. Establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.

C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under Williams-Steiger Occupational Safety and Health Act of 1970, and to other legislation enacted for safety and health of Contractor employees. Safety and health standards apply to Subcontractors and Suppliers as well as to the Contractor.

D. Observance of and compliance with safety regulations is Contractor's responsibility without reliance or superintendence of or direction by Engineer. Immediately advise Engineer of investigation or inspection by Federal Safety and Health inspectors of Contractor's or Subcontractor's work or place of work on site under the Contract, and after investigation or inspection, advise Engineer of results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test devices frequently to assure functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination, and immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.

F. Implement safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and other safety equipment specified or detailed on Drawings.

G. Maintain required coordination with City Police and Fire Departments during entire period covered by the Contract.

H. Include Project safety analysis in safety plan. Itemize major tasks and potential safety hazards. Plan to eliminate hazards or protect workers and public from each hazard.

3.04 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid and CPR procedures present on the site when work is in progress. Contractor to conform to protocols and requirements for training and protection against "blood borne pathogens".

3.05 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Safety Program.

3.06 SECURITY MEASURES

A. Protect the Work, materials, equipment, and property from loss, theft, damage, or vandalism. Protect Owner property used in performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

3.07 PROTECTION OF UTILITIES AND PIPELINES

A. Prevent damage to existing public utilities during construction. Approximate locations of known utilities are shown on Drawings, but all lines may not be shown. Excavate with caution and repair lines damaged by construction operations.

B. Use the Utility Coordinating Committee One Call System which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

C. Before excavating, locate underground utilities by appropriate means including the use of metal detection equipment, and probes, or by excavation or surveys. Repair damage caused by investigative work and by failure to locate or to preserve underground utilities.

D. Give utility owners a minimum five days notice before commencing excavation to allow time to locate utilities and make adjustments or relocations when they conflict with the Work. Include cost for temporary relocation of water, wastewater, and storm drainage lines, necessary to accommodate construction, in unit prices for utility construction unless otherwise noted. Bypassing of sanitary waste to storm drainage facilities is not allowed.

E. Prior to excavation near pipelines, request a representative of the pipeline company to meet with Contractor to locate the pipelines of proposed utility.

3.08 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions

1. Take necessary precautions and actions to prevent damage, injury, or loss to the Work or public and private property, including:

a. Storage of apparatus, supplies, and Products in an orderly, safe manner to limit interference with progress of the Work or work of other contractors, utility service companies, or the Owner's operations.

b. Suitable storage for Products subject to damage by exposure to weather, theft, breakage, etc.

c. Limitation of loading pressures imposed upon portions of the Work.

d. Frequent clean up of refuse, scrap materials, and debris from construction operations, necessary to maintain the site in a safe and orderly condition.

e. Provision of barricades and guard rails to protect pedestrian and traffic around openings, scaffolding, temporary stairs and ramps, excavations, elevated walkways, and other hazardous areas.

2. Protect public and private property adjacent to the site. Obtain written consent before entering or occupying privately-owned land except on easements provided for construction. Restore property damaged by construction operations to condition equal to or better than that existing before the damage.

B. Barricades and Warning Systems

1. Where work is performed on or adjacent to roadways, rights-of-ways, or public land, provide barricades, fences, lights, warning signs, danger signals, and other precautionary measures necessary for protection of persons or property and for protection of the Work.

   a. Erect sufficient barricades to keep vehicles and pedestrians from entering the Work. Paint barricades to be visible at night. From sunset to sunrise, provide at least one light at each barricade.

   b. Maintain barricades, signs, lights, and provide watchmen until Engineer approves removal. Whenever work creates encroachment onto public roadways, station flagmen to manage traffic flow in accordance with approved traffic control plan.

   c. Conform to requirements of section 01555 - Traffic Control and regulation.

C. Protection of Existing Structures

1. Underground Facilities:

   a. Known Underground Facilities are shown on the Drawings but all Facilities may not be shown. Explore sufficiently ahead of trenching and excavation work to locate Underground Facilities in order to prevent damage to them and to prevent interruption of utility services. Restore damage to Underground Facilities to original condition at no additional cost to the Owner.

   b. If necessary to avoid unanticipated Underground Facilities, Engineer may make changes in location of the Work.

   c. If permanent relocation of an Underground Facility is required and not provided for in the Contract documents, Engineer will direct Contractor in writing to perform the Work.

2. Surface Structures include buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground level.

3. Protection of Underground Facilities and Surface Structures:

   a. Support in place and protect Underground Facilities and Surface Structures located within or adjacent to the limits of the Work from damage. Install supports as required by the owner of the structure. Satisfy Engineer that the owner of the facility or structure has approved methods and procedures before installing structure supports.

   b. Avoid moving or changing public utility or private corporation property without prior written consent of a responsible official of the facility or structure. Allow representatives of utilities to enter the construction site for maintenance and repair purposes or to make necessary changes.

   c. Notify utility and pipeline owners and operators of the nature of construction operations and dates when operations will be performed. When construction operations are required in immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working

days advance notice. Probe and flag location of Underground Facilities prior to commencement of excavation. Keep flags in place until construction operations uncover the facility.

d. Assume risk for damages and expenses to Underground Facilities and Surface Structures within or adjacent to the Work.

e. Employ a structural engineer to ensure protection measures are adequate for the safety and integrity of structures and facilities.

E. Protection of Installed Products:

1. Provide protection of Installed Products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of the Work.

2. Control traffic to prevent damage to Products and surfaces.

3. Provide coverings to protect Products from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and passage of materials in subsequent work.

3.09 ROADS AND PARKING

A. Prevent interference with traffic and operations of the Owner on existing roads.

B. Designate temporary parking areas to accommodate construction and Owner personnel. When site space is not adequate, provide additional off-site parking.

C. Minimize use by construction traffic on existing streets and driveways.

D. Do not allow heavy vehicles or construction equipment in existing parking areas.

3.10 ENVIRONMENTAL CONTROLS

A. Use methods, equipment, and temporary construction necessary for control of environmental conditions at the site and adjacent areas.

B. Comply with statutes, regulations, and ordinances relating to prevention of environmental pollution and preservation of natural resources including National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. Minimize impact to the surrounding environment. Do not use construction procedures that cause unnecessary excavation and filling of terrain, indiscriminate destruction of vegetation, air or stream pollution, or harassment or destruction of wildlife.

D. Limit disturbed areas to boundaries established by the Contract. Do not pollute on-site streams, sewers, wells, or other water sources.

E. Do not burn rubbish, debris or waste materials.

3.11 POLLUTION CONTROL

A. Provide methods, means, and facilities necessary to prevent contamination of soil, water or the atmosphere by discharge of Pollutants from construction operations.

B. Provide equipment and personnel to perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site in accordance with laws and regulations, and replace with suitable compacted fill

and topsoil.

C. Provide systems necessary for control of Pollutants.

1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of Pollutants into the environment.

D. Use equipment that conforms to current Federal, State, and local laws and regulations.

3.12 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

B. Employ methods and use materials that will not adversely affect conditions at site or on adjoining properties.

3.13 NOISE CONTROL

A. Provide vehicles, equipment, and use construction activities that minimize noise to the greatest degree practicable. Conform to noise levels of Chapter 30 -Noise and Sound Level Regulation, City Code of Ordinances, and latest OSHA standards. Do not permit noise levels to interfere with the Work or create a nuisance to surrounding areas.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment that operates with minimum noise and vibration. When directed by Engineer, correct objectionable noise or vibration produced by operation of equipment at no additional cost to the Owner. Sound Power Level (PWL) of equipment shall not exceed 85 dbA (re: 10-12 watts) measured five feet from the equipment, or at a lower level if prescribed by City Ordinances. Equipment noise requirements are contained in equipment specifications.

3.14 DUST CONTROL

A. Use water or other methods approved by Engineer to control amount of dust generated by vehicle and equipment operations.

3.15 WATER RUNOFF AND EROSION CONTROL

A. Comply with requirements of Section 01410 - TPDES Requirements.

B. Conduct fill, grading and ditching operations and provide adequate methods necessary to control surface water, runoff, subsurface water, and water from excavations and structures in order to prevent damage to the Work, the site, or adjoining properties.

1. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills, and from borrow and waste disposal areas.

2. Minimize area of bare soil exposed at one time.

3. Provide temporary control measures, such as berms, dikes, and drains.

4. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

5. Construct fill and waste areas by selective placement of materials to eliminate erosion of surface silts or clays that may erode.

6. Direct water away from excavations, pits, tunnels, and other construction areas to prevent erosion, sedimentation or damage.

7. Maintain existing drainage patterns adjacent to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover.

8. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to the site or adjoining areas, in conformance with environmental requirements.

9. Inspect earthwork periodically to detect any evidence of erosion. Take corrective measures as required to control erosion.

END OF SECTION - 01504

SECTION 01555

TRAFFIC CONTROL AND REGULATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Requirements for signs, signals, control devices, traffic barriers, flares, lights and traffic signals; construction parking control, designated haul routes, and bridging of trenches and excavations.

B. Qualifications and requirements for use of flagmen.

1.02 MEASUREMENT AND PAYMENT

A. Unit Price Contracts.

1. Traffic control and regulation. Payment for traffic control and regulation is on a lump sum basis. Include preparation and submittal of traffic control plan if different than shown on Drawings, and provision of traffic control devices, equipment, and personnel necessary to protect the Work and public. Payment will be based on Contractor's Schedule of Values for traffic control and regulation.

1.03 REFERENCES

A. Texas Manual on Uniform Traffic Control Devices (TMUTCD)

B. Article 4413 (29bb), commonly referred to as Private Investigators and Private Security Agencies Act, and Article 2.12, Texas Code of Criminal Procedure.

1.04 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Traffic control plan:

1. If using traffic control plan contained in the Contract without modification, submit a letter confirming use of the plan.

2. If using a different traffic control plan, submit the plan for approval. The plan must conform to TMUTCD requirements and be sealed by a Registered Texas Professional Engineer.

PART 2 PRODUCTS

2.01 SIGNS, SIGNALS, AND DEVICES

A. Comply with TMUTCD requirements.

B. Traffic cones and drums, flares and lights: Conform to local jurisdictions' requirements.

C. When working in the Central business district, provide pedestrian pathway signage approved by the Owner's Traffic Engineering Branch.

2.02 PORTABLE LOW PROFILE CONCRETE BARRIERS

A. The low profile concrete barrier is a patented design. Information concerning this barrier may be obtained from Texas Transportation Institute, Texas A&M University System, College Station, Texas 77843-3135, (409) 845-1712.

PART 3 EXECUTION

3.01 PUBLIC ROADS

A. Submit requests forms for lane closure and sidewalk closure to the City at least three working days prior to need for blocking vehicular lanes or sidewalks. Do not block lanes or sidewalks without approved permits.

B. Follow laws and regulations of governing jurisdictions when using public roads. Pay for and obtain permits from jurisdiction before impeding traffic or closing lanes. Coordinate activities with the City.

C. Give Engineer one-week notice before implementing approved traffic control phases. Inform local businesses of impending traffic control activities.

D. Notify police department, fire department, METRO, and local schools, churches, and businesses in writing a minimum of five business days prior to beginning work.

E. Maintain 10-foot-wide all-weather lanes adjacent to the Work for emergency vehicle use. Keep all-weather lanes free of construction equipment and debris.

F. Do not to obstruct normal flow of traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on designated major arterials.

G. Maintain local driveway access to residential and commercial properties adjacent to work areas at all times. Use all-weather materials approved by Engineer to maintain temporary driveway access to commercial and residential driveways.

H. Keep streets entering and leaving job site free of excavated material, debris, and foreign material resulting from construction operations in compliance with applicable ordinances.

I. Remove existing signage and striping that conflict with construction activities or that may cause driver confusion.

J. Provide safe access for pedestrians along major cross streets.

K. Alternate closures of cross streets so that two adjacent cross streets are not closed simultaneously.

3.02 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and the Owner's operations.

B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.

C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.03 FLARES AND LIGHTS

A. Provide flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.04 HAUL ROUTES

A. Utilize haul routes designated by authorities or shown on Drawings for construction traffic.

B. Confine construction traffic to designated haul routes.

C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.05 TRAFFIC CONTROL, REGULATION AND DIRECTION

A. Use Flagmen to control, regulate and direct an even flow and movement of vehicular and pedestrian traffic, for periods of time as may be required to provide for public safety and convenience, where:

1. multi-lane vehicular traffic must be diverted into single lane vehicular traffic,

2. vehicular traffic must change lanes abruptly,

3. construction equipment must enter or cross vehicular traffic lanes and walks,

4. construction equipment may intermittently encroach on vehicular traffic lanes and unprotected walks and crosswalks,

5. traffic regulation is needed due to rerouting of vehicular traffic around the Work site, and

6. where construction activities might affect public safety and convenience.

B. Use of Flagmen to assist in the regulation of traffic flow and movement does not relieve Contractor of responsibility to take other means necessary to protect the Work and public.

3.06 INSTALLATION STANDARDS

A. Place temporary pavement for single lane closures, in accordance with TMUTCD.

B. Reinstall temporary and permanent pavement markings as approved by Engineer. When weather conditions do not allow application according to manufacturer's requirements, alternate markings may be considered. Submit proposed alternate to Engineer for approval prior to installation. No additional payment will be made for use of alternate markings.

END OF SECTION - 01555

SECTION 01570

STORM WATER POLLUTION CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Implementation of Storm Water Pollution Prevention Plans (SWP3) described in Section 01410 - TPDES Requirement.

B. Installation and maintenance of storm-water pollution prevention structures: diversion dikes, interceptor dikes, diversion swales, interceptor swales, down spout extenders, pipe slope drains, paved flumes and level spreaders. Structures are used during construction and prior to final development of the site.

C. Filter Fabric Fences:

1. Type 1: Temporary filter fabric fences for erosion and sediment control in non-channelized flow areas.

2. Type 2: Temporary reinforced filter fabric fences for erosion and sediment control in channelized flow areas.

D. Straw Bale Fence.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices

1. Payment for filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

2. Payment for reinforced filter fabric fence if included in Bid Form is on a linear foot basis measured between limits of beginning and ending of stakes.

3. Payment for drop inlet baskets if included in Bid Form is on a unit price basis for each drop inlet basket.

4. Payment for storm inlet sediment traps if included in Bid Form is on a unit price basis for each storm inlet sediment trap.

5. Payment for storm-water-pollution-prevention structures if included in Bid Form is on a lump sum basis for the project. Earthen structures with outlet and piping includes diversion dikes, interceptor dikes, diversion swales, interceptor swales, and excavated earth-outlet sediment trap, embankment earth-outlet sediment trap, down spout extenders, pipe slope drains, paved flumes, stone outlet sediment trap, and level spreaders.

6. Payment for straw bale barrier, if included in Bid Form, is on a linear foot of accepted bale barriers, if not include in cost of storm-water-pollution-prevention structures.

7. Payment for brush berm, if included in Bid Form, is on a linear foot of accepted rush berm, if not include in cost of storm water-pollution-prevention structures.

8. Payment for sandbag barrier, if included in Bid Form, is on a linear foot basis measured between limits of beginning and ending of sandbags, if not include in

cost of storm-water-pollution prevention structures.

9. Payment for sediment basin with pipe outlet or stone outlet, if included in Bid Form, is on a square yard basis, if not include in cost of storm-water-pollution-prevention structures.

10. Payment for inlet protection barriers, if included in Bid Form, is on a linear foot basis measured along outside face of inlet protection barrier, if not include in cost of storm-water-pollution prevention structures.

11. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum) Contract. If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCE STANDARDS

A. ASTM

1. A 36 - Standard Specification for Carbon Structural Steel.

2. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

3. D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics.

4. D 4355 - Standard Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus).

5. D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.

6. D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

7. D 4833 - Standard Test Method for Index Puncture Resistance of Geotextiles, Geomembranes, and Related Products.

8. D 6382 - Standard Practice for Dynamic Mechanical Analysis and Thermogravimetry of Roofing and Waterproofing Membrane Material.

1.04 SYSTEM DESCRIPTIONS

A. Filter Fabric Fence Type 1 and Type 2: Install to allow surface or channel runoff percolation through fabric in sheet-flow manner and to retain and accumulate sediment. Maintain Filter Fabric Fences to remain in proper position and configuration at all times.

B. Straw Bale Fence: Install to allow surface runoff percolation through straw in sheet-flow manner and to retain and accumulate sediment. Maintain Straw Bale Fence to remain in proper position and configuration at all times.

C. Interceptor Dikes and Swales: Construct to direct surface or channel runoff around the project area or runoff from project area into sediment traps.

D. Drop Inlet Baskets: Install to allow runoff percolation through the basket and to retain and accumulate sediment. Clean accumulation of sediment to prevent clogging and backups.

E. Sediment traps: Construct to pool surface runoff from construction area to allow sediment to settle onto the bottom of trap.

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's literature for product specifications and installation instructions.

C. Submit manufacture's catalog sheets and other product data on geotextile or filter fabrics, outlet pipe, perforated riser and connectors.

D. Submit proposed methods, equipment, materials, and sequence of operations for storm-water pollution prevention structures.

E. Submit shop drawings for Drop Inlet Baskets.

PART 2 P R O D U C T S

2.01 CONCRETE

A. Concrete: Class B in accordance with Section 03315 - Concrete for Utility Construction or as shown on the Drawings.

2.02 AGREGATE MATERIALS

A. Use poorly graded cobbles with diameter greater than 3 inches and less than 5 inches.

B. Provide gravel lining in accordance with Section 2320 - Utility Backfill Materials or as shown on the drawings.

C. Provide clean cobbles and gravel consisting of crushed concrete or stone. Use clean, hard crushed concrete or stone free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic matter.

D. Sediment Pump Pit Aggregate: Use nominal 2-inch diameter river gravel.

2.03 GEOTEXTILE FILTER FABRIC

A. Woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.

B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), Mullen burst strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.

C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees.

D. Mirafi, Inc., Synthetic Industries, or equivalent

2.05 FENCING

A. Wire Fencing: Woven galvanized steel wire, 14 gauge by 6-inch square mesh spacing, minimum 24 inch roll or sheet width of longest practical length.

B. Fence Stakes: Nominal 2 by 2 inch moisture-resistant treated wood or steel posts (min. of 1.25 lbs. per linear foot and Brinell Hardness greater than 140) with safety caps on top; length as required for minimum 8 inch bury and full height of filter fabric.

2.06 SANDBAGS

A. Provide woven material made of polypropylene, polyethylene, or polyamide material.

1. Minimum unit weight of four ounces per square yard.
2. Minimum grab strength of 100 psi in any principal direction (ASTM D4632).
3. Mullen burst strength exceeding 300 psi (ASTM D3786).
4. Ultraviolet stability exceeding 70 percent.
5. Size: Length:18 to 24 inches. Width: 12 to 18 inches. Thickness: 6 to 8 inches. Weight: 50 to 125 pounds.

2.07 DROP INLET BASKET

A. Provide steel frame members in accordance with ASTM A36.

B. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8 inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4 inch iron bar or 1/4 inch plate with center 3 inches removed. Use minimum 1/4 inch diameter iron rods or equivalent for sides of inlet basket. Weld minimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.

2.08 STRAW BALE

A. Straw: Standard-baled agricultural hay bound by wire, nylon, or polypropylene rope. Do not use jute or cotton binding.

B. Straw Bale Stakes (applicable where bales are on soil): No. 3 (3/8 diameter) reinforcing bars, deformed or smooth at Contractor's option, length as required for minimum 18 inch bury and full height bales.

PART 3 EXECUTION

3.01 PREPARATION, INSTALLATION AND MAINTAINANCE

A. Provide erosion and sediment control structures at locations shown on the Drawings.

B. Do not clear, grub or rough cut until erosion and sediment control systems are in place unless approved by Engineer to allow installation of erosion and sediment control systems, soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within project site until acceptance of Project or until directed by Engineer to remove and discard existing system.

D. Regularly inspect and repair or replace damaged components of erosion and sediment control structures. Unless otherwise directed, maintain erosion and sediment control structure until project area stabilization is accepted. Redress and replace granular fill at outlets as needed to replenish depleted granular fill. Remove erosion and sediment control structures promptly when directed by Engineer.

E. Remove and dispose sediment deposits at the designated spoil site for the Project. If a project spoil site is not designated on Drawings, dispose of sediment off site at approved location.

F. Unless otherwise shown on the Drawings, compact embankments, excavations, and trenches in accordance with Section 02317 Excavation and Backfill for Utilities.

G. Prohibit equipment and vehicles from maneuvering on areas outside of dedicated right of way and easements for construction. Immediately repair damage caused by construction traffic to erosion and sediment control structures.

H. Protect existing trees and plants.

SEDIMENT TRAPS

A. Install sediment traps so that surface runoff shall percolate through system in sheet flow fashion and allow retention and accumulation of sediment.

B. Inspect sediment traps after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately.

C. Use fill material for embankment in accordance with Section 02320 - Utility Backfill Materials.

D. Excavation length and height shall be as specified on Drawings. Use side slopes of 2:1 or flatter.

E. Stone outlet sediment traps:

1. Maintain minimum of 6 inches between top of core material and top of stone outlet, minimum of 4 inches between bottom of core material and existing ground and minimum of 1 foot between top of stone outlet and top of embankment.

2. Embed cobbles minimum of 4 inches into existing ground for stone outlet. Core shall be a minimum of 1 foot in height and in width and wrapped in triple layer of geotextile filter fabric.

F. Sediment Basin with Pipe Outlet Construction Methods: Install outlet pipe and riser as shown on the Drawings.

G. Remove sediment deposits when design basin volume is reduced by one third or sediment level is one foot below principal spillway crest, whichever is less.

3.03 FILTER FABRIC FENCE CONSTRUCTION METHODS

A. Fence Type 1:

1. Install stakes 3 feet on center maximum and firmly embed minimum 8 inches in soil. If filter fabric is factory preassembled with support netting, then maximum support spacing is 8 feet. Install wood stakes at a slight angle toward the source of anticipated runoff.

2. Trench in the toe of the fence lines so the downward face of the trenches is flat and perpendicular to direction of flow. V-trench configuration as shown on Drawings may also be used.

3. Lay fabric along edges of trenches in longest practical continuous runs to minimize joints. Make joints only at a support post. Splice with minimum 6-inch overlap and seal securely.

4. Staple filter fabric to stakes at maximum 3 inches on center. Extend fabric minimum 18 inches and maximum 36 inches above natural ground.

5. Backfill and compact trench.

B. Fence Type 2:

1. Layout fence same as for Type 1.

2. Install stakes at 6 feet on center maximum and at each joint in wire fence, firmly embedded 1-foot minimum, and inclined it as for Type 1.

3. Tie wire fence to stakes with wire at 6 inches on center maximum. Overlap joints minimum one bay of mesh.

4. Install trench same as for Type 1.

5. Fasten filter fabric wire fence with tie wires at 3 inches on center maximum.

6. Layout fabric same as for Type 1. Fasten to wire fence with wire ties at 3 inches on center maximum and, if applicable, to stakes above top of wire fence it as for Type 1.

7. Backfill and compact trench.

C. Attach filter fabric to wooden fence stakes spaced a maximum of 6 feet apart or steel fence stakes spaced a maximum of 8 feet apart and embedded a minimum of 12 inches. Install stakes at a slight angle toward source of anticipated runoff.

D. Trench in toe of filter fabric fence with spade or mechanical trencher so that downward face of trench is flat and perpendicular to direction of flow. A V-trench configuration may also be used. Lay filter fabric along edges of trench. Backfill and compact trench upon completion of Construction.

E. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

F. Cut length of fence to minimize use of joints. When joints are necessary, splice fabric together only at support post with minimum 6 inch overlap and seal securely.

G. Triangular Filter Fabric Fence Construction Methods

1. Attach filter fabric to wire fencing, 18 inches on each side. Provide a fabric cover and skirt with continuous wrapping of fabric. Skirt should form continuous extension of fabric on upstream side of fence.

2. Secure triangular fabric filter fence in place using one of the following methods:

   a. Toe-in skirt 6 inches with mechanically compacted material;

   b. Weight down skirt with continuous layer of 3-inch to 5-inch graded rock; or

   c. Trench-in entire structure 4 inches.

3. Anchor triangular fabric filter fence structure and skirt securely in place using 6-inch wire staples on 2-foot centers on both edges and on skirt, or staked using 18-inch by 3/8-inch diameter re-bar with tee ends.

4. Lap fabric filter material by 6 inches to cover segment joints. Fasten joints with galvanized shoat rings.

H. Reinforced Filter Fabric Barrier Construction Methods

1. Attach woven wire fence to fence stakes.

2. Securely fasten filter fabric material to wire fence with tie wires.

3. When used in swales, ditches or diversions, elevation of barrier at top of filter fabric at flow line location in channel shall be lower than bottom elevation of filter fabric at ends of barrier or top of bank, whichever is less, in order to keep storm water discharge in channel from overtopping bank.
4. Remove sediment deposits when silt reaches depth one-third height of barrier or 6 inches, whichever is less.

3.04 DIKE AND SWALE

A. Unless otherwise indicated, maintain minimum dike height of 18 inches, measured from cleared ground at up slope toe to top of dike. Maintain side slopes of 2:1 or flatter.

B. Dike and Swale Stabilization: When shown on the Drawings, place gravel lining 3 inches thick and compacted into the soil or 6 inches thick if truck crossing is expected. Extend gravel lining across bottom and up both sides of swale minimum height of 8 inches vertically, above bottom. Gravel lining on dike side shall extend up the up slope side of dike a minimum height of 8 inches, measured vertically from interface of existing or graded ground and up slope toe of dike, as shown on Drawings.

C. Divert flow from dikes and swales to sediment basins, stabilized outlets, or sediment trapping devices of types and at locations shown on Drawings. Grade dikes and swales as shown on Drawings, or, if not specified, provide positive drainage with maximum grade of 1 percent to outlet or basin.

E. Carry out excavation for swale construction so that erosion and water pollution is minimal. Minimum depth shall be 1 foot and bottom width shall be 4 feet, with level swale bottom. Excavation slopes shall be 2:1 or flatter. Clear, grub and strip excavation area of vegetation and root material.

3.05 DOWN SPOUT EXTENDER

A. Down spout extender shall have slope of approximately 1 percent. Use pipe diameter of 4 inches or as shown on the Drawings. Place pipe in accordance with Section 2317 - Bedding and Backfill for Utilities.

3.06 PIPE SLOPE DRAIN

A. Compact soil around and under drain entrance section to top of embankment in lifts appropriately sized for method of compaction utilized.

B. Inlet pipe shall have slope of 1 percent or greater. Use pipe diameter as shown on the Drawings.

C. Top of embankment over inlet pipe and embankments directing water to pipe shall be at least 1 foot higher at all points than top of inlet pipe.

D. Pipe shall be secured with hold-down grommets spaced 10 feet on centers.

E. Place riprap apron with a depth equal to pipe diameter with 2:1 side slopes.

3.07 PAVED FLUME

A. Compact soil around and under the entrance section to top of the embankment in lifts appropriately sized for method of compaction utilized.

B. Construct subgrade to required elevations. Remove and replace soft sections and unsuitable material. Compact subgrade thoroughly and shape to a smooth, uniform

surface.

C. Construct permanent paved flumes in accordance with Drawings.

D. Remove sediment from riprap apron when sediment has accumulated to depth of one foot.

3.08 LEVEL SPREADER

A. Construct level spreader on undisturbed soil and not on fill. Ensure that spreader lip is level for uniform spreading of storm runoff.

B. Maintain at required depth, grade, and cross section as specified on Drawings. Remove sediment deposits as well as projections or other irregularities which will impede normal flow.

3.09 INLET PROTECTION BARRIER

A. Place sandbags and filter fabric fences at locations shown on the SWP3.

3.10 DROP INLET BASKET CONSTRUCTION METHODS

A. Fit inlet insert basket into inlet without gaps around insert at locations shown on the SWP3.

B. Support for inlet insert basket shall consist of fabricated metal as shown on Drawings.

C. Push down and form filter fabric to shape of basket. Use sheet of fabric large enough to be supported by basket frame when holding sediment and extend at least 6 inches past frame. Place inlet grates over basket/frame to serve as fabric anchor.

D. Remove sediment deposit after each storm event and whenever accumulation exceeds 1-inch depth during weekly inspections.

3.11 STRAW BALE FENCE CONSTRUCTION METHODS

A. Place bales in row with ends tightly abutting adjacent bales. Place bales with bindings parallel to ground surface.

B. Embed bale in soil a minimum of 4 inches.

C. Securely anchor bales in place with Straw Bale Stakes driven through bales a minimum of 18-inches into ground. Angle first stake in each bale toward previously laid bale to force bales together.

D. Fill gaps between bales with straw to prevent water from channeling between bales. Wedge carefully in order not to separate bales.

E. Replace with new straw bale fence every two months or as required by Engineer.

3.12 BRUSH BERM CONSTRUCTION METHODS

A. Construct brush berm along contour lines by hand placing method. Do not use machine placement of brush berm.

B. Use woody brush and branches having diameter less than 2-inches with 6inches overlap. Avoid incorporation of annual weeds and soil into brush berm.

C. Use minimum height of 18-inches measured from top of existing ground at upslope toe to top of berm. Top width shall be 24 inches minimum and side slopes shall be 2:1 or flatter.

D. Embed brush berm into soil a minimum of 4-inches and anchor using wire, nylon or polypropylene rope across berm with a minimum tension of 50 pounds. Tie rope securely to 18-inch x 3/8-inch diameter rebar stakes driven into ground on 4-foot centers on both sides of berm.

3.13 STREET AND SIDEWALK CLEANING

A. Keep areas clean of construction debris and mud carried by construction vehicles and equipment. If necessary, install stabilized construction exits at construction, staging, storage, and disposal areas.

3.14 WASTE COLLECTION AREAS

A. Prevent water runoff from passing through waste collection areas, and prevent water runoff from waste collection areas migrating outside collection areas.

3.15 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose, so fuels, lubricants, solvents, and other potential pollutants are not washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid and solid waste. Clean and inspect maintenance areas daily.

B. Where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.16 VEHICLE/ EQUIPMENT WASHING AREAS

A. Install wash area (stabilized with coarse aggregate) adjacent to stabilized construction exit(s), as required to prevent mud and dirt run-off. Release wash water into drainage swales or inlets protected by erosion and sediment controls. Install gravel or rock base beneath wash areas.

B. Wash vehicles only at designated wash areas. Do not wash vehicles such as concrete delivery trucks or dump trucks and other construction equipment at locations where runoff flows directly into watercourses or storm water conveyance systems.

C. Locate wash areas to spread out and evaporate or infiltrate wash water directly into ground, or collect runoff in temporary holding or seepage basins.

3.17 WATER RUNOFF AND EROSION CONTROL

A. Control surface water, runoff, subsurface water, and water from excavations and structures to prevent damage to the Work, the site, or adjoining properties.

B. Control fill, grading and ditching to direct water away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff courses to prevent erosion, sedimentation or damage.

C. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

D. Dispose of drainage water to prevent flooding, erosion, or other damage to the site or adjoining areas. Follow environmental requirements.

E. Retain existing drainage patterns external to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as required to control conditions.

F. Plan and execute construction and earth work to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.

1. Hold area of bare soil exposed at one time to a minimum.

2. Provide temporary controls such as berms, dikes, and drains.

G. Construct fill and waste areas by selective placement to eliminate surface silts or clays which will erode.

H. Inspect earthwork periodically to detect start of erosion. Immediately apply corrective measures as required to control erosion.

I. Dispose of sediments offsite, not in or adjacent to streams or floodplains, nor allow sediments to flush into streams or drainage ways. Assume responsibility for offsite disposal location.

J. Unless otherwise indicated, compact embankments, excavations, and trenches by mechanically blading, tamping, and rolling soil in maximum of 8 inch layers. Provide compaction density at minimum 90 percent Standard Proctor ASTM D-698-78 density. Make at least one test per 500 cubic yards of embankment.

K. Do not maneuver vehicles on areas outside of dedicated rights-of-way and easements for construction. Immediately repair damage to erosion and sedimentation control systems caused by construction traffic.

L. Do not damage existing trees intended to remain.

3.18 REMOVAL OF CONTROLS

A. Remove erosion and sediment controls when the site is finally stabilized or as directed by Engineer.

B. Dispose of sediments and waste products following Section 01504- Temporary Facilities.

END OF SECTION - 01570

Section 01572

SOURCE CONTROLS FOR EROSION AND SEDIMENTATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of erosion and sediment control and other control-related practices, which shall be utilized during construction activities.

1.02 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items of which this work is a component.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

B. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately by the Contractor.

C. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials as specified in this or other Specifications and in compliance with applicable federal, state, and local rules and regulations.

D. Contractor shall conduct all construction operations under this Contract in conformance with the erosion control practices described in the SWPPP, Drawings, and this Specification.

E. The Contractor shall install, maintain, and inspect erosion and sediment control measures and practices as specified in the SWPPP (if required), Drawings, and in this or other Specifications.

3.02 TOPSOIL PLACEMENT FOR EROSION AND SEDIMENT CONTROL SYSTEMS

A. When topsoil is specified as a component of another Specification, the Contractor shall conduct erosion control practices described in this Specification during topsoil placement operations.

1. When placing topsoil, maintain erosion and sediment control systems, such as swales, grade stabilization structures, berms, dikes, waterways, and sediment basins.

2. Maintain grades which have been previously established on areas to receive topsoil.

3. After the areas to receive topsoil have been brought to grade, and immediately prior to dumping and spreading the topsoil, loosen the subgrade by discing or by scarifying to a depth of at least 2 inches to permit bonding of the topsoil to the subsoil.

4. No sod or seed shall be placed on soil which has been treated with soil sterilants until sufficient time has elapsed to permit dissipation of toxic materials.

3.03 SEDIMENT CONTROL MAINTENANCE

A. All erosion, sediment, and water pollution controls will be maintained in good working order. A rain gauge provided by the Contractor shall be located on the project site. Within 24 hours of a rainfall event of 0.5 inches or more as measured by the project rain gauge, the Contractor and the Resident Project Representative shall inspect the entire project to determine the condition of the control measures. Sediment shall be removed and devices repaired as soon as practicable but no later than 7 days after the surrounding ground has dried sufficiently to prevent further damage from equipment operations needed for repairs.

B. In the event of continuous rainfall over a 24 hour period, or other circumstances that preclude equipment operation in the area, the Contractor shall install additional backup storm water pollution control devices, as determined by the Resident Project Representative, by other appropriate methods. The Contractor shall remove sediment accumulations and deposit the spoils in an area approved by the Resident Project Representative as soon as practical and in accordance with the SWPPP. Any corrective action needed for the control measures is to be accomplished in the sequence directed by the Resident Project Representative; however, areas adjacent to receiving waters shall generally have priority, followed by devices protecting storm sewer inlets.

3.04 DUST CONTROL

A. Implement dust control methods to control dust creation and movement on construction sites and roads and to prevent airborne sediment from reaching receiving streams or storm water conveyance systems, to reduce on-site and off-site damage, to prevent health hazards, and to improve traffic safety.

B. Control blowing dust by using one or more of the following methods:

1. Mulches bound with chemical binders.

2. Temporary vegetative cover.

3. Spray-on adhesives on mineral soils when not used by traffic.

4. Tillage to roughen surface and bring clods to the surface.

5. Irrigation by water sprinkling.

6. Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of straw, or similar materials.

C. Implement dust control methods immediately whenever dust can be observed blowing on the project site.

3.05 KEEPING STREETS CLEAN

A. Keep streets clean of construction debris and mud carried by construction vehicles and equipment. If necessary to keep the streets clean, install stabilized construction exits at construction, staging, storage, and disposal areas. A vehicle/equipment wash area (stabilized with coarse aggregate) may be installed adjacent to the stabilized construction exit, as needed. Release wash water into a drainage swale or inlet protected by erosion and sediment control measures. Construction exit and wash areas are specified in Section 01575 - Stabilized Construction Exit.

B. In lieu of or in addition to stabilized construction exits, shovel or sweep the pavement to the extent necessary to keep the street clean. Waterhosing or sweeping of debris and mud off of the street into adjacent areas is not allowed.

3.06 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate such areas so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. Provide these areas with adequate waste disposal receptacles for liquid as well as solid waste. Clean and inspect maintenance areas daily.

B. On a construction site where designated equipment maintenance areas are not feasible, take precautions during each individual repair or maintenance operation to prevent potential pollutants from washing into streams or conveyance systems. Provide temporary waste disposal receptacles.

3.07 WASTE COLLECTION AND DISPOSAL

A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the construction site. In plan, designate locations for trash and waste receptacles and establish a collection schedule. Methods for ultimate disposal of waste shall be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.

B. Keep receptacles and waste collection areas neat and orderly to the extent possible. Waste shall not be allowed to overflow its container or accumulate from day-to-day. Locate trash collection points where they will least likely be affected by concentrated storm water runoff.

3.08 WASHING AREAS

A. Vehicles such as concrete delivery trucks or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Designate special areas for washing vehicles. Locate these areas where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Beneath wash areas construct a gravel or rock base to minimize mud production.

3.09 STORAGE OF CONSTRUCTION MATERIALS AND CHEMICALS

A. Isolate sites where chemicals, cements, solvents, paints, or other potential water pollutants are stored in areas where they will not cause runoff pollution.

B. Store toxic chemicals and materials, such as pesticides, paints, and acids in accordance with manufacturers' guidelines. Protect groundwater resources from leaching by placing a plastic mat, packed clay, tar paper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

3.10 DEMOLITION AREAS

A. Demolition activities which create large amounts of dust with significant concentrations of heavy metals or other toxic pollutants shall use dust control techniques to limit transport of airborne pollutants. However, water or slurry used to control dust contaminated with heavy metals or toxic pollutants shall be retained on the site and shall not be allowed to run directly into watercourses or storm water conveyance systems. Methods of ultimate disposal of these materials shall be carried out in accordance with applicable local, state, and federal health and safety regulations.

3.11 SANITARY FACILITIES

A. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.

B. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed form these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with City regulations.

C. Located toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.12 PESTICIDES

A. Use and store pesticides during construction in accordance with manufacturers' guidelines and with local, state, and federal regulations. Avoid overuse of pesticides which could produce contaminated runoff. Take great care to prevent accidental spillage. Never wash pesticide containers in or near flowing streams or storm water conveyance systems.

END OF SECTION

Section 01573

FILTER FABRIC FENCE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control filter fabric fences used during construction and until final development of the site. The purpose of filter fabric fences is to contain pollutants from overland flow. Filter fabric fences are not for use in channelized flow areas.

1.02 UNIT PRICES

A. No separate payment will be made for Filter Fabric Fence under this section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

1.04 REFERENCES

A. ASTM D3786 - Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Nonwoven Fabrics

B. ASTM D4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles

PART 2 PRODUCTS

2.01 FILTER FABRIC

A. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM D-4632), Mullen burst strength exceeding 200 psi (ASTM D-3786), and the equivalent opening size between 50 and 140.

C. Filter fabric material shall contain ultraviolet inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 degrees F to 120 degrees F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. Provide erosion and sediment control systems at the locations shown on the SWPPP. Such systems shall be of the type indicated and shall be constructed in accordance with the requirements shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than site work specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace damaged components of filter fabric fences as specified in this Section. Unless otherwise directed, maintain the erosion and sediment control systems until the project area stabilization is accepted by the City. Remove erosion and sediment control systems promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the Drawings, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Off-site disposal is the responsibility of the Contractor. Sediment to be placed at the project site should be spread evenly throughout the site, compacted and stabilized. Sediment shall not be allowed to flush into a stream or drainage way. If sediment has been contaminated, it shall be disposed of in accordance with existing federal, state, and local rules and regulations.

F. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

G. Conduct all construction operations under this Contract in conformance with the erosion control practices described in Section 01572- Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide filter fabric fence systems in accordance with the Drawing detail for Filter Fabric Fences. Filter fabric fences shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

B. Attach the filter fabric to steel posts spaced 6 to 8 feet and embedded a minimum of 18 inches. Steel posts shall have a minimum length of 4 feet. If filter fabric is factory preassembled with support netting, then maximum spacing allowable is 8 feet. Install stakes at a slight angle toward the source of anticipated runoff.

C. Trench in the toe of the filter fabric fence with a spade or mechanical trencher so that the downward face of the trench is flat and perpendicular to the direction of flow. The v-trench configuration as shown on the Drawings may also be used. Lay filter fabric along the edges of the trench. Backfill and compact trench.

D. Filter fabric fence shall have a minimum height of 18 inches and a maximum height of 36 inches above natural ground.

E. Provide the filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum 6-inch overlap and seal securely.

F. Inspect sediment filter barrier systems after each rainfall, daily during periods of prolonged rainfall, and at a minimum once each week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches a depth one-third the height of the fence or 6 inches, whichever is less.

END OF SECTION

Section 01575

STABILIZED CONSTRUCTION EXIT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Installation of erosion and sediment control for stabilized construction exits used during construction and until final development of the site.

1.02 SUBMITTALS

A. Manufacturer's catalog sheets and other product data on geotextile fabric.

B. Sieve analysis of aggregates conforming to requirements of this Specification.

1.03 UNIT PRICES

A. No separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

1.04 REFERENCES

A. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 PRODUCTS

2.01 GEOTEXTILE FABRIC

A. Provide woven or nonwoven geotextile fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

B. Geotextile fabric shall have a minimum grab strength of 270 psi in any principal direction (ASTM D-4632), and the equivalent opening size between 50 and 140.

C. Both the geotextile and threads shall be resistant to chemical attack, mildew, and rot and shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable life at a temperature range of 0°F to 120°F.

D. Representative Manufacturers: Mirafi, Inc., or equal.

2.02 COARSE AGGREGATES

A. Coarse aggregate shall consist of crushed stone, gravel, crushed blast furnace slag, or a combination of these materials. Aggregate shall be composed of clean, hard, durable materials free from adherent coatings, salt, alkali, dirt, clay, loam, shale, soft or flaky materials, or organic and injurious matter.

B. Coarse aggregates shall conform to the following gradation requirements.

Sieve Size (Square Mesh)	Percent Retained (By Weight)
2-1/2"	0
2"	0 - 20
1-1/2"	15 - 50

3/4"	60 - 80
No. 4	95 - 100

PART 3 EXECUTION

3.01 PREPARATION AND INSTALLATION

A. If necessary to keep the street clean of mud carried by construction vehicles and equipment, Contractor shall provide stabilized construction roads and exits at the construction, staging, parking, storage, and disposal areas. Such erosion and sediment controls shall be constructed in accordance with the details shown on the Drawings and specified in this Section.

B. No clearing and grubbing or rough cutting shall be permitted until erosion and sediment control systems are in place, other than as specifically directed by the Resident Project Representative to allow soil testing and surveying.

C. Maintain existing erosion and sediment control systems located within the project site until acceptance of the project or until directed by the Resident Project Representative to remove and discard the existing system.

D. Regularly inspect and repair or replace components of stabilized construction exits. Unless otherwise directed, maintain the stabilized construction roads and exits until the project is accepted by the City. Remove stabilized construction roads and exits promptly when directed by the Resident Project Representative. Discard removed materials off site.

E. Equipment and vehicles shall be prohibited by the Contractor from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

F. Conduct all construction operation under this Contract in conformance with the erosion control practices described in the Specification 01572 - Source Controls for Erosion and Sedimentation.

3.02 CONSTRUCTION METHODS

A. Provide stabilized construction exits, and truck washing areas when approved by Resident Project Representative, of the sizes and locations where shown on SWPPP or as specified in this Section.

B. Vehicles leaving construction areas shall have their tires cleaned to remove sediment prior to entrance onto public right-of-way. When washing is needed to remove sediment, Contractor shall construct a truck washing area. Truck washing shall be done on stabilized areas which drain into a drainage system protected by erosion and sediment control measures.

C. Details for stabilized construction exit shall be shown on the SWPPP. Construction of all other stabilized areas shall be to the same requirements. Roadway width shall be at least 14 feet for one-way traffic and 20 feet for two-way traffic and shall be sufficient for all ingress and egress. Furnish and place geotextile fabric as a permeable separator to prevent mixing of coarse aggregate with underlaying soil. Exposure of geotextile fabric to the elements between laydown and cover shall be a maximum of 14 days to minimize damage potential.

D. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sandbags, gravel, boards, or similar methods to prevent sediment from entering public right-of-way, receiving stream or storm water conveyance system.

E. The stabilized areas shall be inspected and maintained daily. Provide periodic top dressing with additional coarse aggregates to maintain the required depth. Repair and clean out damaged control

measures used to trap sediment. All sediment spilled, dropped, washed, or tracked onto public right-of-way shall be removed immediately.

F. The length of the stabilized area shall be as shown on the SWPPP, but not less than 50 feet. The thickness shall not be less than 8 inches. The width shall not be less than the full width of all points of ingress or egress.

G. Stabilization for other areas shall have the same coarse aggregate, thickness, and width requirements as the stabilized construction exit, except where shown otherwise on the SWPPP.

H. Stabilized area may be widened or lengthened to accommodate truck washing area when authorized by Resident Project Representative.

I. Alternative methods of construction may be utilized when shown on SWPPP, or when approved by the Resident Project Representative. These methods include the following:

1. Cement-Stabilized Soil - Compacted cement-stabilized soil or other fill material in an application thickness of at least 8 inches.

2. Wood Mats/Mud Mats - Oak or other hardwood timbers placed edge-to-edge and across support wooden beams which are placed on top of existing soil in an application thickness of at least 6 inches.

3. Steel Mats - Perforated mats placed across perpendicular support members.

END OF SECTION

Section 01576

WASTE MATERIAL DISPOSAL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Disposal of waste material and salvageable material.

1.02 UNIT PRICES

A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Obtain and submit disposal permits for proposed disposal sites if required by local ordinances.

C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material adjacent to the Project. Submit a written and signed release from property owner upon completion of disposal work.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 SALVAGEABLE MATERIAL

A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.

B. Other Salvageable Materials: Conform to requirements of individual Specification Sections.

3.02 EXCESS MATERIAL

A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.

B. Excess soil may be deposited on private property adjacent to the Project when written permission is obtained from property owner. See Paragraph 1.03 C above.

C. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

D. All sanitary sewer wastes must be properly pumped into the sanitary sewer collection system. Cleaning of the lift station residue, sand blasting and prior to resurfacing material must be hauled to a City and State approved agency for disposal.

END OF SECTION

SECTION 01578

CONTROL OF GROUND AND SURFACE WATER

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations and foundation beds in stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising floodwaters.

C. Trapping suspended sediment in the discharge form the surface and ground water control systems.

1.02 MEASUREMENT AND PAYMET

A. Unit Prices

1. Measurement for control of ground water, if included in Bid Form, will be on either a lump sum basis or a linear foot basis for continuous installations of wellpoints, eductor wells, or deep wells.

2. If not included in Bid Form, include the cost to control ground water in unit price for work requiring such controls.

3. No separate payment will be made for control of surface water. Include cost to control surface water in unit price for work requiring controls.

4. Follow Section 01270 – Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum) Contract. If the Contract is a Stipulated Price Contract, include payment for work under this section in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 698 - Standard Test Methods for Laboratory Compaction of Soils Using Standard Effort (12,400 ft-lbf/ft3 (600kN-m/m3)

B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA)

1.04 DEFINITIONS

A. Ground water control system: system used to dewater and depressurize water-bearing soil layers.

1. Dewatering: lowering the water table and intercepting seepage that would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts; and disposing of removed water. Intent of dewatering is to increase stability of tunnel excavations and excavated slopes, prevent dislocation of material from slopes or bottoms of excavations, reduce lateral loads on sheeting and bracing, improve excavating and hauling characteristics of excavated material, prevent failure or heaving of bottom of excavations, and to provide suitable conditions for placement of backfill materials and construction of

structures and other installations.

2. Depressurization: includes reduction in piezometric pressure within strata not controlled by dewatering alone, necessary to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

B. Excavation drainage: includes keeping excavations free of surface and seepage water.

C. Surface drainage: includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines necessary to protect Work from any source of surface water.

D. Monitoring facilities for ground water control system: includes piezometers, monitoring wells and flow meters for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

A. Conduct subsurface investigations to identify groundwater conditions and to provide parameters for design, installation, and operation of groundwater control systems. Submit proposed method and spacing of readings for review prior to obtaining water level readings.

B. Design ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Section 02260 - Trench Safety Systems, to produce following results:

1. Effectively reduce hydrostatic pressure affecting:

a. Excavations

b. Tunnel excavation, face stability or seepage into tunnels

2. Develop substantially dry and stable subgrade for subsequent construction operations.

3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities and other work.

4. Prevent loss of fines, seepage, boils, quick condition, or softening of foundation strata.

5. Maintain stability of sides and bottom of excavations.

C. Provide ground water control systems that include single-stage or multiple stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.

D. Provide drainage of seepage water and surface water, as well as water from other sources entering excavation. Excavation drainage may include placement of drainage materials, gravel filter fabric, together with sump pumping.

E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.

F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

G. Assume sole responsibility for ground water control systems and for any loss or damage

resulting from partial or complete failure of protective measures and settlement or resultant damage caused by ground water control operations. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, adjacent water wells, or potentially contaminated areas. Repair damage caused by ground water control systems or resulting from failure of system to protect property as required.

H. Install an adequate number of piezometers installed at proper locations and depths, necessary to provide meaningful observations of conditions affecting excavation, adjacent structures and water wells.

I. Install environmental monitoring wells at proper locations and depths necessary to provide adequate observations of hydrostatic conditions and possible contaminant transport from contamination sources into work area or ground water control system.

1.06 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittals Procedures.

B. Submit Ground Water and Surface Water Control Plan for review by Engineer prior to start of excavation work. Include the following:

1. Results of subsurface investigations and description of extent and characteristics of water bearing layers subject to ground water control.

2. Names of equipment Suppliers and installation Subcontractors.

3. Description of proposed ground water control systems indicating arrangement, location, depth and capacities of system components, installation details and criteria and operation and maintenance procedures.

4. Description of proposed monitoring facilities indicating depths and locations of piezometers and monitoring wells, monitoring installation details and criteria, type of equipment and instrumentation with pertinent data and characteristics.

5. Description of proposed filters including types, sizes, capacities and manufacturer's application recommendations.

6. Design calculations demonstrating adequacy of proposed systems for intended applications. Define potential area of influence of ground water control operation near contaminated areas.

7. Operating requirements, including piezometric control elevations for dewatering and depressurization.

8. Excavation drainage methods including typical drainage layers, sump pump application and other means

9. Surface water control and drainage installations

10. Proposed methods and locations for disposing of removed water

C. Submit following records upon completion of initial installation:

1. Installation and development reports for well points, eductors, and deep wells.

2. Installation reports and baseline readings for piezometers and monitoring wells.

3. Baseline analytical test data of water from monitoring wells.

4. Initial flow rates

D. Submit the following records weekly during control of ground and surface water operations:

1. Records of flow rates and piezometric elevations obtained during monitoring of dewatering and depressurization. Refer to Paragraph.

2. Maintenance records for ground water control installations, piezometers and monitoring wells

1.07 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Comply with Texas Commission on Environmental Quality regulations and Texas Water Well Drillers Association for development, drilling, and abandonment of wells used in dewatering system.

C. Obtain necessary permits from agencies with jurisdiction over use of groundwater and matters affecting well installation, water discharge, and use of existing storm drains and natural water sources. Since review and permitting process may be lengthy, take early action to obtain required approvals.

D. Monitor ground water discharge for contamination while performing pumping in vicinity of potentially contaminated sites.

PART 2 PRODUCTS

2.01 EQUIPMENT AND MATERIALS

A. Select equipment and materials necessary to achieve desired results for dewatering. Selected equipment and materials are subject to review by Engineer through submittals required in Paragraph 1.06, Submittals.

B. Use experienced contractors, regularly engaged in ground water control system design, installation, and operation, to furnish and install and operate eductors, well points, or deep wells, when needed.

C. Maintain equipment in good repair and operating condition.

D. Keep sufficient standby equipment and materials available to ensure continuous operation, where required.

E. Portable Sediment Tank System: Standard 55-gallon steel or plastic drums, free of hazardous material contamination.

1. Shop or field fabricate tanks in series with main inlet pipe, inter-tank pipes and discharge pipes, using quantities sufficient to collect sediments from discharge water.

PART 3 EXECUTION

3.01 GROUND WATER CONTROL

A. Perform necessary subsurface investigation to identify water bearing layers, piezometric pressures and soil parameters for design and installation of ground water control

systems. Perform pump tests, if necessary to determine draw down characteristics. Present results in the Ground Water and Surface Water Control Plan.

B. Provide labor, material, equipment, techniques and methods to lower, control and handle ground water in manner compatible with construction methods and site conditions. Monitor effectiveness of installed system and its effect on adjacent property.

C. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of changes made to accommodate field conditions and changes to Work. Provide revised drawings and calculations with notification.

D. Provide continuous system operation, including nights, weekends, and holidays. Arrange appropriate backup if electrical power is primary energy source for dewatering system.

E. Monitor operations to verify systems lower ground water piezometric levels at rate required to maintain dry excavation resulting in stable subgrade for subsequent construction operations.

F. Depressurize zones where hydrostatic pressures in confined water bearing layers exist below excavations to eliminate risk of uplift or other instability of excavation or installed works. Define allowable piezometric elevations in the Ground Water and Surface Water Control Plan.

G. Removal of ground water control installations.

1. Remove pumping system components and piping when ground water control is no longer required.

2. Remove piezometers, including piezometers installed during design phase investigations and left for Contractor's use, upon completion of testing, as required in accordance with Part 3 of applicable specification.

3. Remove monitoring wells when directed by Engineer.

4. Grout abandoned well and piezometer holes. Fill piping that is not removed with cement-bentonite grout or cement-sand grout.

H. During backfilling, maintain water level a minimum of 5 feet below prevailing level of backfill. Do not allow the water level to cause uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place. Do not allow water levels to rise into cement-stabilized sand until at least 48 hour after placement.

I. Provide uniform pipe diameter for each pipe drain run constructed for dewatering. Remove pipe drains when no longer required. If pipe removal is impractical, grout connections at 50-foot intervals and fill pipe with cement bentonite grout or cement-sand grout after removal from service.

J. The extent of ground water control for structures with permanent perforated underground drainage systems may be reduced, for units designed to withstand hydrostatic uplift pressure. Provide a means to drain affected portions of underground systems, including standby equipment. Maintain drainage systems during construction operations.

K. Remove systems upon completion of construction or when dewatering and control of surface or ground water is no longer required.

L. Compact backfill to not less than 95 percent of maximum dry density in accordance with ASTM D 698.

M. Foundation Slab: Maintain saturation line at least 3 feet below lowest elevations where concrete is to be placed. Drain foundations in areas where concrete is to be placed before placing reinforcing steel. Keep free from water for 3 days after concrete is placed.

3.02 REQUIREMENTS FOR EDUCTOR, WELL POINTS, OR DEEP WELLS

A. For aboveground piping in ground water control system, include a 12-inch minimum length of clear, transparent piping between each eductor well or well point and discharge header to allow visual monitoring of discharge from each installation.

B. Install sufficient piezometers or monitoring wells to show that trench or shaft excavations in water bearing materials are pre-drained prior to excavation. Provide separate piezometers for monitoring of dewatering and for monitoring of depressurization. Install piezometers and monitoring wells for tunneling as appropriate for selected method of work.

C. Install piezometers or monitoring wells at least one week in advance of the start of associated excavation.

D. Dewatering may be omitted for portions of under drains or other excavations, where auger borings and piezometers or monitoring wells show that soil is pre-drained by existing systems and that ground water control plan criteria are satisfied.

E. Replace installations that produce noticeable amounts of sediments after development.

F. Provide additional ground water control installations, or change method of control if, ground water control plan does not provide satisfactory results based on performance criteria defined by plan and by specifications. Submit revised plan according to Paragraph 1.06B.

3.03 SEDIMENT TRAPS

A. Install sediment tank as shown on approved plan.

B. Inspect daily and clean out tank when one-third of sediment tank is filled with sediment.

3.04 SEDIMENT SUMP PIT

A. Install sediment sump pits as shown on approved plan.

B. Construct standpipe by perforating 12 inch to 24-inch diameter corrugated metal or PVC pipe.

C. Extend standpipe 12 inches to 18 inches above lip of pit.

D. Convey discharge of water pumped from standpipe to sediment trapping device.

E. Fill sites of sump pits, compact to density of surrounding soil and stabilize surface when construction is complete.

3.05 EXCAVATION DRAINAGE

A. Use excavation drainage methods if well-drained conditions can be achieved. Excavation drainage may consist of layers of gravel and filter fabric, and sump pumping, in combination with sufficient ground water control wells to maintain stable excavation and backfill conditions.

3.06 MAINTENANCE AND OBSERVATION

A. Conduct daily maintenance and observation of piezometers or monitoring wells while ground water control installations or excavation drainage is operating at the site, or water is seeping into tunnels, and maintain systems in good operating condition.

B. Replace damaged and destroyed piezometers or monitoring wells with new piezometers or wells as necessary to meet observation schedules.

C. Cut off piezometers or monitoring wells in excavation areas where piping is exposed, only as necessary to perform observation as excavation proceeds. Continue to maintain and make specified observations.

D. Remove and grout piezometers inside or outside of excavation area when ground water control operations are complete. Remove and grout monitoring wells when directed by Engineer.

3.07 MONITORING AND RECORDING

A. Monitor and record average flow rate of operation for each deep well, or for each wellpoint or eductor header used in dewatering system. Also, monitor and record water level and ground water recovery. Record observations daily until steady conditions are achieved and twice weekly thereafter.

B. Observe and record elevation of water level daily as long as ground water control system is in operation, and weekly thereafter until Work is completed or piezometers or wells are removed, except when Engineer determines more frequent monitoring and recording are required. Comply with Engineer's direction for increased monitoring and recording and take measures necessary to ensure effective dewatering for intended purpose.

3.08 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb walls, pipes, sumps or other approved means. Requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by agencies.

END OF SECTION – 01578

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other Modifications to the Contract
   5. Engineer Field Orders or written instructions
   6. Approved Shop Drawings, Product Data and Samples
   7. Approved Operation and Maintenance Data
   8. Field Test records
   9. Receipts for delivery of items to Owner

B. Delegate the responsibility for maintenance of record documents to one person on the Contractor's staff as approved in advance by the Engineer.

C. Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of the specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.

D. Make all entries within 24 hours after receipt of information. One (1) set is to be maintained at the Contractor's job trailer at all times. As-builts are to be updated as a condition of each pay application

1.02 RELATED REQUIREMENTS

A. Section 01300: Submittals

B. Section 01152: Applications for Payment

D. Section 01700: Contract Closeout

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. File documents and samples in accordance with specification format.

B. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available at all times for inspection by Engineer and Owner.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal any work until required information is recorded.

C. Drawings; Legible mark to record actual construction:
   1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements..
   2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   3. Field changes of dimension and detail.
   4. Changes made by Field Order or by Change Order.
   5. Details not on original contract drawings.
   6. For gravity sewer lines: Elevation and alignment of line, location of cleanouts, distance between cleanouts, and location of each service line referenced by distance from main trunk line and distance from sewer centerline to end of service line.

D. Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

E. Specifications and Addenda; Legibly mark each Section to record:
   1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

G. Clearly describe all change orders by note and by graphic line, as required. Date all entries. Call attention to the entry by highlighting around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each Record Document
   5. Signature of Contractor or his authorized representative.

1.06 PAYMENT

A. Project record documents are incidental to Work for which no separate payment will be made.

B. No payment will be made to the Contractor for any portion of the work for which the project record documents including recording are not complete.

END OF SECTION - 01720

Division 2
Site Work

Section 02221

REMOVING EXISTING PAVEMENTS AND STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removing concrete pavement, asphaltic concrete pavement, and base courses.

B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.

C. Removing pipe culverts and storm sewers.

D. Removing existing inlets and manholes.

E. Removing miscellaneous structures of concrete or masonry.

F. Removing irrigation concrete pipe, stand pipes, valves and related irrigation structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No Separate payment will be made for work performed under this Section. Include cost of work performed under this Section in pay items for which this work is a component.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REGULATORY REQUIREMENTS

A. Conform to Section 01576 – Waste Material Disposal, applicable codes, and local laws for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS

A. Conform to the requirements of Section 01330 – Submittal Procedures.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Obtain advance approval from Engineer for dimensions and limits of removal work.

B. Locate and identify buried utilities. Identification shall be by flagging and offset staking.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Adjacent public and private property.
2. Trees, plants, and other landscape features designated to remain.
3. Utilities designated to remain.
4. Benchmarks, monuments, and existing structures designated to remain.

3.03 REMOVALS

A. Remove pavement and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

B. Minimize amount of earth loaded during removal operations.

C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2-inches.

D. Where street and driveway saw cut locations coincide or fall within 3-feet of existing construction or expansion joints, break out to existing joints.

E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.

F. Where existing end of pipe culvert or end of sewer is to remain, install and 8-in-thick masonry plug in pipe end prior to backfill.

G. Remove all irrigation structure that are to be abandoned as per the construction plans, all underground pipes and appurtenances shall be removed and the disturbed soils shall be replaced and compact to a minimum of 85% density to the elevation equal to the surrounding natural ground.

3.04 BACKFILL

A. Backfill of removal areas shall be in accordance with requirements of Section 02316 – Excavation and Backfill of Structures.

3.05 DISPOSAL

A. Disposal shall in accordance with requirements of Section 01576 – Waste Material Disposal.

B. Remove debris, rubbish, and extracted plant material from the site in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02233

CLEARING AND GRUBBING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Removing surface debris and rubbish.

B. Clearing site of plant life and grass.

C. Removing trees and shrubs.

D. Removing root system of trees and shrubs.

1.02 MEASUREMENT AND PAYMENT – NOT USED

1.03 REGULATORY REQUIREMENTS – Not Used

1.04 SUBMITTALS – NOT USED

PART 2 P R O D U C T S - NOT USED

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Verify that existing plant life and features designated to remain are identified and tagged. Submit preconstruction photographs.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Living trees located 3 feet or more outside of the intersection of side slopes and original ground line.

2. Plants other than trees and landscape features designated to remain.

3. Utilities designated to remain.

4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. A depth of 24 inches below the finished subgrade elevation in the area bounded by lines two feet behind back of curbs.

2. A depth of 24 inches below the finished surface of the required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from the site.

END OF SECTION

Section 02315

ROADWAY EXCAVATION
AND
ROADSIDE DITCHES, DRAINAGE DITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Excavation and compaction of materials for roadways.

B. Excavation and compaction of materials for roadside ditches.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for roadway excavation is on a cubic yard basis.

2. No payment will be made for material excavated more than 2 feet outside of vertical planes behind back of curbs, for portion within limits of trench for utilities 24-inch and greater constructed by open-cut methods, or as indicated otherwise on the Drawings.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 698 – Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12.44 ft-lbf/ft^3).

B. ASTM D 2216 – Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.

C. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

D. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

E. ASTM D 4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

PART 2 PRODUCTS

A. MATERIALS

B. Provide topsoil conforming to the Geotechnical recommendation.

C. Provide backfill which is excavated material, graded free of roots, lumps greater than 6 inches, rocks larger than 3 inches, organic material, and debris.

D. Provide structural backfill which is select material meeting the following requirements:

1. Plasticity index: not less than 12 nor more than 20.

2. Maximum liquid limit: 45.

PART 3 EXECUTION

3.01 PREPARATION

A. Identify required lines, levels, and datum.

B. Identify and flag surface and aerial utilities.

C. Notify utility companies to remove or relocate utilities.

D. Identify, stake, and flag known utility locations below grade. Make temporary or permanent relocation of underground pipes, ducts, or utilities where indicated on Drawings.

E. Upon discovery of unknown or badly deteriorated utilities, or concealed conditions, discontinue work. Notify Project Manager and obtain instructions before proceeding in such areas.

F. Obtain approval of top soil quality before excavating and stockpiling.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Trees, shrubs, lawns, existing structures, and other features outside of grading limits.

2. Utilities either above or below grade, which are to remain.

3.03 TOPSOIL REMOVAL

A. Strip off topsoil from the area to be excavated to a minimum depth of 6 inches, unless indicated otherwise on the Drawings.

B. Stockpile topsoil in a designated location for reuse. Stockpile topsoil to depth not exceeding 8 feet. Cover to protect from erosion.

3.04 SOIL EXCAVATION

A. Excavate to lines and grades shown on Drawings.

B. Remove unsuitable material not meeting specifications. Backfill with embankment materials and compact to requirements of Section 02330 - Embankment.

C. Record location and plug and fill inactive water and oil wells. Conform to Texas Department of Health, Texas Natural Resource Conservation Commission, and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

D. At intersections, grade back at minimum slope of one inch per foot. Produce a smooth riding junction with intersecting street. Maintain proper drainage.

E. If an area is inadvertently over excavated, fill the area in accordance with requirements of Section 02330 - Embankment at no additional cost to the Owner.

F. Remove material not qualified for use and excess soil not being reused from the site in accordance with requirements of Section 01576 - Waste Material Disposal.

3.05 COMPACTION

A. Maintain optimum moisture content of subgrade to attain required density.

B. Compact to following minimum densities at a moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on the Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.06 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section, or in 16 foot length.

3.07 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Test and analysis of soil materials will be performed in accordance with ASTM D 4318, ASTM D 2216, and ASTM D 698.

C. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 301.

D. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway.

E. If tests indicate work does not meet specified compaction requirements, recondition, re-compact, and retest at no additional cost to the Owner.

3.08 PROTECTION

A. Prevent erosion at all times. Maintain ditches and cut temporary swales to allow natural drainage in order to avoid damage to roadway. Do not allow water to pond.

B. Distribute construction traffic evenly over compacted areas, where practical, to aid in obtaining uniform compaction. Protect exposed areas having high moisture content from wheel loads that cause rutting.

C. Maintain excavation and embankment areas until start of subsequent work. Repair and re-compact slides, washouts, settlements, or areas with loss of density.

END OF SECTION

SECTION 02316

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Excavation, backfilling, and compaction of backfill for structures.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for structural excavation and backfill under this Section. Include payment in unit price or lump sum for construction of structures.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material: Unsuitable soil materials are the following:

1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTMD 2487.

2. Materials that cannot be compacted to required density due to gradation, plasticity, or moisture content.

3. Materials that contain large clods, aggregates, stones greater than 4 inches in any
dimension, debris, vegetation, waste or any other deleterious materials.

4. Materials that are contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material: Suitable soil materials are those meeting specification requirements.

C. Select Material: Material as defined in Section 02320 - Utility Backfill Materials.

D. Backfill: Select material meeting specified quality requirements, placed and compacted under controlled conditions around structures.

E. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for structure foundation base.

F. Foundation Base: For foundation base material, use gravel aggregate with filter fabric as required. Foundation base provides smooth, level working surface for construction of concrete foundation.

G. Foundation Subgrade: Foundation subgrade is surface of natural soil which has been excavated and prepared to support foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of excavation, and depressurization to prevent failure or heaving of excavation bottom. Refer to Section 01578 - Control of Ground Water and Surface Water.

I. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from excavation. Remove rain water and surface water which accidentally enters excavation as part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in excavation by sump pumping and using French drains surrounding foundation to intercept water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: Structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 698 - Standard Test Methods for Laboratory Compaction of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600kN-m/m3)).

B. ASTM D 1556 - Standard Test Method for Density of Soil in Place by Sand-Cone Method.

C. ASTM D 2922 - Standard Test Methods for Density of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

D. ASTM D 3017 - Standard Test Method for Water Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

E. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

F. TxDOT Tex-101-E - Preparing Soil and Flexible Base Materials for Testing.

G. TxDOT Tex-110-E - Particle Size Analysis of Soils.

H. Federal Regulations, 29 CFR, Part 1926, Standards - Excavation, Occupational Safety and Health Administration (OSHA).

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit work plan for excavation and backfill for each structure with complete written description which identifies details of proposed method of construction and sequence of operations for construction relative to excavation and backfill activities. Use descriptions, with supporting illustrations, sufficiently detailed to demonstrate to Engineer that procedures meet requirements of Specifications and Drawings.

C. Submit excavation safety system plan.

1. Submit excavation safety system plan in accordance with applicable OSHA requirements for excavations.

2. Submit excavation safety system plan in accordance with requirements of Section 02260 - Trench Safety System, for excavations that fall under State and Federal trench safety laws.

D. Submit ground and surface water control plan in accordance with requirements in this Section and Section 01578 - Control of Ground Water and Surface Water.

E. Submit backfill material sources and product quality information in accordance with requirements of Section 02320 - Utility Backfill Materials.

F. Submit project record documents under provisions of Section 01785 - Project Record Documents. Record location of utilities, as installed, referenced to survey benchmarks. Include location of utilities encountered or rerouted. Give horizontal dimensions, elevations, inverts and gradients.

1.06 TESTS

A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by Owner in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Perform embedment and backfill material source qualification testing in accordance with requirements of Section 02320- Utility Backfill Materials.

PART 2 P R O D U C T S

2.01 EQUIPMENT

A. Perform excavation with equipment suitable for achieving requirements of this Specification.

B. Use equipment which will produce degree of compaction specified. Compact backfill within 3 feet of walls with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to depth of fill at that time. Use hand operated power compaction equipment where use of heavier equipment is impractical or restricted due to weight limitations.

2.02 MATERIAL CLASSIFICATIONS

A. Use backfill materials conforming to classifications and product descriptions of Section 02320 - Utility Backfill Materials. Use classification or product description for backfill applications as shown on Drawings and as specified.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Conduct an inspection to determine condition of existing structures and other permanent installations.

B. Set up necessary street detours and barricades in preparation for excavation if construction will affect traffic. Conform to requirements of Section 01555 - Traffic Control and Regulation. Maintain barricades and warning devices at all times for streets and intersections where work is in progress, or where affected by Work, and is considered hazardous to traffic movements.

C. Perform work in accordance with OSHA standards. Employ an excavation safety system as specified in Section 02260 - Trench Safety Systems.

D. Remove existing pavements and structures, including sidewalks and driveways.

E. Install and operate necessary dewatering and surface water control measures in accordance with requirements of Section 01578 - Control of Ground Water and Surface Water.

3.02 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within grading limits as designated on Drawings.

B. Protect and support above-grade and below-grade utilities which are to remain.

C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities is indicated on Drawings.

D. Prevent erosion of excavations and backfill. Do not allow water to pond in excavations.

E. Maintain excavation and backfill areas until start of subsequent work. Repair and re-compact slides, washouts, settlements, or areas with loss of density at no additional cost to the Owner.

3.03 EXCAVATION

A. Perform excavation work so that underground structure can be installed to depths and alignments shown on Drawings. Use caution during excavation work to avoid disturbing surrounding ground and existing facilities and improvements. Keep excavation to absolute minimum necessary. No additional payment will be made for excess excavation not authorized by Engineer.

B. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Engineer and obtain instructions before proceeding in such areas.

C. Immediately notify agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Engineer and agency for any repairs or relocations, either temporary or permanent.

D. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

E. Provide surface drainage during construction to protect work and to avoid nuisance to adjoining property. Where required, provide proper dewatering and piezometric pressure control during construction.

F. Conduct hauling operations so that trucks and other vehicles do not create dirt nuisance in streets. Verify that truck beds are sufficiently tight and loaded in such a manner such that objectionable materials will not spill onto streets. Promptly clear away any dirt, mud, or other materials that spill onto streets or are deposited onto streets by vehicle tires.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed, replace those which are damaged or destroyed by Work.

H. Provide sheeting, shoring, and bracing where required to safely complete Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect Work and adjacent structures or improvements. Use sheeting, shoring, and bracing to protect workmen and public conforming to requirements of Section 02260 - Trench Safety Systems.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, cement stabilized sand, or other material approved by Engineer and compact to 95 percent standard density.

J. After completion of structure, remove sheeting, shoring, and bracing unless shown on Drawings to remain in place or directed by Engineer in writing that such temporary structures may remain. Remove sheeting, shoring and bracing in such a manner as to maintain safety during backfilling operations and to prevent damage to Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or other material approved by Engineer and compact to 95 percent standard density.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at sufficient distance from excavation to prevent slides or cave-ins.

B. Provide additional backfill material, if adequate quantities of suitable material are not available from excavation and trenching operations at site.

3.05 DEWATERING

A. Provide ground water control per Section 01578 - Control of Ground Water and Surface Water.

B. Keep ground water surface elevation minimum of 2 feet below bottom of foundation base.

C. Maintain ground water control as directed by Section 01578 - Control of Ground Water and Surface Water and until structure is sufficiently complete to provide required weight to resist hydrostatic uplift with minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Engineer at least 48 hours prior to plan completion of foundation excavations. Do not place foundation base until excavation is accepted by Engineer.

B. Excavate to elevations shown on Drawings, as needed to provide space for foundation base, forming level undisturbed surface, free of mud or soft material. Remove pockets of soft or otherwise unstable soils and replace with foundation backfill material or material as directed by Engineer. Prior to placing material over it, re-compact subgrade where indicated on Drawings, scarifying as needed, to 95 percent of maximum Standard Dry Density according to ASTM D 698. If specified level of compaction cannot be achieved, moisture condition subgrade and re-compact until 95 percent is achieved, over-excavate to provide minimum layer of 24 inches of foundation backfill material, or other means acceptable to Engineer.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by Engineer.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Remove soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to required subgrade, and replace with foundation backfill material, as directed by Engineer, at no additional cost to Owner.

F. Place foundation base, or foundation backfill material where needed, over subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with seal slab or cement-stabilized sand.

G. Use filter fabric to separate gravel aggregate, and other free draining Class I materials from native soils or select material backfill. Overlap fabric minimum of 12 inches beyond where another material stops contact with soil.

H. Place gravel aggregate, and other Class I materials, in uniform layers of 8-inch maximum thickness. Perform compaction by means of at least two passes of vibratory compactor.

3.07 FOUNDATION BASE.

A. Place foundation base after subgrade is properly prepared, including placement of foundation backfill where needed. Use foundation base consisting of 12-inch layer of gravel aggregate. Extend foundation base minimum of 12 inches beyond edge of structure foundation, unless shown otherwise on Drawings.

B. Where foundation base and foundation backfill are of same material, both can be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Remove forms, lumber, trash and debris from structures. Use select fill for backfill. Existing material that qualifies as select material may be used, unless indicated otherwise on Drawings. Deposit backfill in uniform layers and compact each layer as specified.

B. Do not place backfill against concrete walls or similar structures until laboratory test breaks indicate that concrete has reached minimum of 85 percent of specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until slab or intermediate walls have been placed and concrete has attained sufficient strength.

C. Remove concrete forms before starting backfill and remove shoring and bracing as work progresses.

D. Maintain backfill material at no less than 2 percent below no more than 2 percent above optimum moisture content, unless otherwise approved by Engineer. Place fill material in uniform 8-inch maximum loose layers. Compact fill to at least 95 percent of maximum Standard Proctor Density according to ASTM D 698 below paved areas. Compact fill to at least 95 percent around structures below unpaved areas.

E. Where backfill is placed against sloped excavation surface, run compaction equipment across boundary of cut slope and backfill to form compacted slope surface for placement of next layer of backfill.

3.09 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Tests will be performed initially on minimum of one different sample of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is noticeable change in material gradation or plasticity.

C. In-place density tests of compacted subgrade and backfill will be performed according to

ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at following frequencies and conditions:

1. Minimum of one test for every 50 to 100 cubic yards of compacted backfill material as directed by Engineer.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. Number of tests will be increased when inspection determines that soil types or moisture contents are not uniform or when compacting effort is variable and not considered sufficient to attain uniform density.

5. Identify elevation of test with respect to natural ground.

6. Record approximate depth of lift tested.

D. At least one test for moisture-density relationships will be initially performed for each type of backfill material in accordance with ASTM D 698. Perform additional moisture-density relationship test once a month or whenever there is noticeable change in material gradation or plasticity.

E. When tests indicate work does not meet specified compaction requirements, recondition, re-compact, and retest at Contractor's expense.

END OF SECTION - 02316

SECTION 02320

UTILITY BACKFILL MATERIALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Material Classifications.

B. Utility Backfill Materials:

1. Pea gravel
2. Crushed aggregate
3. Bank run sand
7. Select backfill
8. Random backfill
9. Gravel

C. Material Handling and Quality Control Requirements.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for backfill material. Include payment in unit price for applicable utility installation.

2. Payment for backfill material, when included as separate pay item or when directed by Engineer, is on cubic yard basis for material placed and compacted within theoretical trench width limits and thickness of material according to Drawings, or as directed by Engineer.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 DEFINITIONS

A. Unsuitable Material:

1. Materials classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.

2. Materials that cannot be compacted to required density due to gradation, plasticity, or moisture content.

3. Materials containing large clods, aggregates, or stones greater than 4 inches in any dimension; debris, vegetation, or waste; or any other deleterious materials.

4. Materials contaminated with hydrocarbons or other chemical contaminants.

B. Suitable Material:

1. Materials meeting specification requirements.

C. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation.

Foundation backfill material is placed and compacted as backfill where needed to provide stable support for structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

D. Foundation Base: Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. Foundation base provides smooth, level working surface for construction of concrete foundation.

E. Backfill Material: Classified soil material meeting specified quality requirements for designated application as embedment or trench zone backfill.

F. Embedment Material: Soil material placed under controlled conditions within embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching and initial backfill.

G. Trench Zone Backfill: Classified soil material meeting specified quality requirements and placed under controlled conditions in trench zone from top of embedment zone to base course in paved areas or to surface grading material in unpaved areas.

H. Foundation: Either suitable soil of trench bottom or material placed as backfill of over excavation for removal and replacement of unsuitable or otherwise unstable soils.

I. Source: Source selected by Contractor for supply of embedment or trench zone backfill material. Selected source may be project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.

J. Refer to Section 02317 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.

1.04 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregate.

B. ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

C. ASTM C 123 - Standard Test Method for Lightweight Particles in Aggregate.

D. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in Los Angeles Machine.

E. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.

F. ASTM C 142 - Standard Test Method for Clay Lumps and Friable Particles in aggregates.

G. ASTM D 1140 - Standard Test Method for Amount of Material in Soils Finer Than No. 200 Sieve.

H. ASTM D 2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).

I. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

J. ASTM D 4643 - Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Oven Method.

K. TxDOT Tex-110-E - Determining Particle Size Analysis of Soils.

L. TxDOT Tex-460-A - Material Finer Than 75 □m (No.200) Sieve In Mineral Aggregates (Decantation Test for Concrete Aggregates).

1.05 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit description of source, material classification and product description, production method, and application of backfill materials.

C. Submit test results for samples of off-site backfill materials. Comply with Paragraph 2.03, Material Testing.

D. Before stockpiling materials, submit copy of approval from landowner for stockpiling backfill material on private property.

E. Provide delivery ticket which includes source location for each delivery of material that is obtained from off-site sources or is being paid as specific bid item.

1.06 TESTS

A. Perform tests of sources for backfill material in accordance with Paragraph 2.03B.

B. Verification tests of backfill materials may be performed by City in accordance with Section 01454 - Testing Laboratory Services and in accordance with Paragraph 3.03.

PART 2 P R O D U C T S

2.01 MATERIAL CLASSIFICATIONS

A. Classify materials for backfill for purpose of quality control in accordance with Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class, as described in Paragraph 2.01B, or by product descriptions, as given in Paragraph 2.02.

B. Class Designations Based on Laboratory Testing:

1. Class I: Well-graded gravels and sands, gravel-sand mixtures, crushed well-graded rock, little or no fines (GW, SW):

   a. Plasticity index: non-plastic.

   b. Gradation: D60/D10 - greater than 4 percent; amount passing No. 200 sieve – less than or equal to 5 percent.

2. Class II: Poorly graded gravels and sands, silty gravels and sands, little to moderate fines (GM, GP, SP, SM):

   a. Plasticity index: non-plastic to 4.

   b. Gradations:

      1. Gradation (GP, SP): amount passing No. 200 sieve - less than 5 percent.

      2. Gradation (GM, SM): amount passing No. 200 sieve - between 12 percent and 50 percent.

      3. Borderline gradations with dual classifications (e.g., SP-SM): amount passing No. 200 sieve - between 5 percent and 12 percent.

3. Class III: Clayey gravels and sands, poorly graded mixtures of gravel, sand, silt, and clay (GC, SC, and dual classifications, e.g., SP-SC):

a. Plasticity index: greater than 7.

b. Gradation: amount passing No. 200 sieve - between 12 percent and 50 percent.

4. Class IVA: Lean clays (CL).

a. Plasticity Indexes:

1. Plasticity index: greater than 7, and above A line.

2. Borderline plasticity with dual classifications (CL-ML): PI between 4 and 7. b. Liquid limit: less than 50.

b. Gradation: amount passing No. 200 sieve - greater than 50 percent.

5. Class IVB: Fat clays (CH)

a. Plasticity index: above A line.

b. Liquid limit: 50 or greater.

c. Gradation: amount passing No. 200 sieve - greater than 50 percent. d. Inorganic.

6. Use soils with dual class designation according to ASTM D 2487, and which are not defined above, according to more restrictive class.

2.02 PRODUCT DESCRIPTIONS

A. Soils classified as silt (ML) silty clay (CL-ML with PI of 4 to 7), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as backfill materials. These soils may be used for site grading and restoration in unimproved areas as approved by Engineer. Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.

B. Provide backfill material that is free of stones greater than 6 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to following limits for deleterious materials:

1. Clay lumps: Less than 0.5 percent for Class I, and less than 2.0 percent for Class II, when tested in accordance with ASTM C 142.

2. Lightweight pieces: Less than 5 percent when tested in accordance with ASTM C 123.

3. Organic impurities: No color darker than standard color when tested in accordance with ASTM C 40.

C. Bank Run Sand: Durable bank run sand classified as SP, SW, or SM by Unified Soil Classification System (ASTM D 2487) meeting following requirements:

1. Less than 15 percent passing number 200 sieve when tested in accordance with ASTM D1140. Amount of clay lumps or balls may not exceed 2 percent.

2. Material passing number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318: Plasticity index: not exceeding 7.

D. Pea Gravel: Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136:

Sieve Percent Passing

1/2"	100
3/8"	85 to 100
No. 4	10 to 30
No. 8	0 to 10
No. 16	0 to 5

H. Crushed Aggregates: Crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements:

1. Materials of one product delivered for same construction activity from single source, unless otherwise approved by Engineer.

2. Non-plastic fines.

3. Los Angeles abrasion test wear not exceeding 45 percent when tested in accordance with ASTM C 131.

4. Crushed aggregate shall have minimum of 90 percent of particles retained on No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I.

5. Crushed stone: Produced from oversize plant processed stone or gravel, sized by crushing to predominantly angular particles from naturally occurring single source. Uncrushed gravel is not acceptable materials for embedment where crushed stone is shown on applicable utility embedment drawing details.

6. Gradations, as determined in accordance with Tex-110-E.

Sieve	Percent Passing by Weight for Pipe Embedment by Ranges of Nominal Pipes Sizes		
	>15"	15"- 8"	<8"
1"	95-100	100	
¾"	60-90	90-100	100
½"	25-60		90-100
3/8"		20-55	40-70
No. 4	0-5	0-10	0-15
No. 8		0-5	0-5

I. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with plasticity index between 7 and 20.

J. Random Backfill: Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.

2.03 MATERIAL TESTING

A. Source Qualification. Perform testing to obtain tests by suppliers for selection of material sources and products not from the project site. Test samples of processed materials from current production representing material to be delivered. Use tests to verify that materials meet specification requirements. Repeat qualification test procedures each time source characteristics change or there is planned change in source location or supplier. Include the following qualification tests, as applicable:

1. Gradation. Report complete sieve analyses regardless of specified control sieves from largest particle through No. 200 sieve.

2. Plasticity of material passing No. 40 sieve

3. Los Angeles abrasion wear of material retained on No. 4 sieve

4. Clay lumps

5. Lightweight pieces

6. Organic impurities

B. Production Testing. Provide reports to Engineer from an independent testing laboratory that backfill materials to be placed in Work meet applicable specification requirements.

C. Assist Owner in obtaining material samples for verification testing at source or at production plant.

PART 3 EXECUTION

3.01 SOURCES

A. Use of existing material in trench excavations is acceptable, provided applicable specification requirements are satisfied.

B. Identify off-site sources for backfill materials at least 14 days ahead of intended use so that Owner may obtain samples for verification testing.

C. Materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet requirements of specifications will be rejected. Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination.

D. Bank run sand, select backfill, and random backfill, if available in project excavation, may beobtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete work from off-site sources.

E. Owner does not represent or guarantee that any soil found in excavation work will be suitable and acceptable as backfill material.

3.02 MATERIAL HANDLING

A. When backfill material is obtained from either commercial or non-commercial borrow pit, open pit to expose vertical faces of various strata for identification and selection of approved material to be used. Excavate selected material by vertical cuts extending through exposed strata to achieve uniformity in product.

B. Establish temporary stockpile locations for practical material handling, control, and verification testing by Engineer in advance of final placement. Obtain approval from landowner for storage of backfill material on adjacent private property.

C. When stockpiling backfill material near project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering drainage system.

D. Place stockpiles in layers to avoid segregation of processed materials. Load material by making successive vertical cuts through entire depth of stockpile.

3.03 FIELD QUALITY CONTROL

A. Quality Control

1. The Engineer may sample and test backfill at:

   a. Sources including borrow pits, production plants and Contractor's designated off-site stockpiles.

b. On-site stockpiles.

c. Materials placed in Work.

2. The Engineer may re-sample material at any stage of work or location if changes in characteristics are apparent.

B. Production Verification Testing: Owner's testing laboratory will provide verification testing on backfill materials, as directed by Engineer. Samples may be taken at source or at production plant, as applicable.

END OF SECTION - 02320

Section 02330

EMBANKMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction of embankments with excess excavated material and borrow.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for material embankment under this section. Include payment in unit price for excavation or borrow.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)).

B. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS

2.01 MATERIALS

A. Refer to Section 02315 – Roadway Excavation for acceptable excess materials from roadway excavation.

B. Refer to Section 02317 – Excavation and Backfill For Utilities for acceptable excess materials from utility excavation and trenching.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify borrow and excess excavated materials to be reused are approved.

B. Verify removals and clearing and grubbing operations have been completed.

3.02 PREPARATION

A. Backfill tests pits, stump holes, small swales and other surface irregularities. Backfill and compact in designated lift depths to requirements for embankment compaction.

B. Record location and plug and fill inactive water and oil wells. Conform to Texas State Health Department, Texas Commission on Environmental Quality and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

C. Excavate and dispose of unsuitable soil and other unsuitable materials which will not consolidate. Backfill and compact to requirements for embankment. Unsuitable soil is defined in Section 02316 – Excavation and Backfill for Structures and Section 02320 – Utility Backfill Materials.

D. Backfill new utilities below future grade. Conform to requirements of each respective section.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other features outside of embankment limits.

B. Protect utilities above and below grade, which are to remain.

C. Conform to protection requirements of Section 02315 – Roadway Excavation.

3.04 PLACING EMBANKMENT

A. Do not conduct placement operations during inclement weather or when existing ground or fill materials exceed 3 percent of optimum moisture content. Contractor may manipulate wet material to facilitate drying, by disking or windrowing.

B. Do not place embankment fill until density and moisture content of previously placed material comply with the specified requirements.

C. Scarify areas to be filled to minimum depth of 4 inches to bond existing and new materials. Mix with first fill layer.

D. Spread fill material evenly, from dumped piles or windrows, into horizontal layers approximately parallel to finished grade. Place to meet specified compacted thickness. Break clods and lumps and mix materials by blading, harrowing, disking or other approved method. Extend each layer across full width of fill.

E. Each layer shall be homogenous and contain uniform moisture content before compaction. Mix dissimilar abutting materials to prevent abrupt changes in composition of fill.

F. Layers shall not exceed the following compacted thickness:

1. Areas indicated to be under future paving or shoulders, to be constructed within 6 months: 6 inches when compacted with pneumatic rollers, or 8 inches when compacted with other rollers.

2. Other areas: 12 inches

G. For steep slopes, cut benches into slope and scarify before placing fill. Place increasingly wider horizontal layers of specified depth to level of each bench.

H. Build embankment layers on back slopes, adjacent to existing roadbeds, to level of old roadbed. Scarify top of old roadbed to minimum depth of 4 inches and recompact with next fill layer.

I. Construct to lines and grades shown on Drawings.

J. Remove unsuitable material and excess soil not being used for embankment from site in accordance with requirements of Section 01576 – Waste Material Disposal.

K. Maintain moisture content of embankment materials to attain required density.

L. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.05 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section or 16 foot length.

3.06 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 3017 under provisions of Section 01454 - Testing Laboratory Services.

B. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway or 500 square yards of embankment per lift.

C. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to the Owner.

END OF SECTION

SECTION 02711

CHAIN LINK FENCE

PART 1 GENERAL

1.01 DESCRIPTION

A. Work under this section includes furnishing and installation of all chain link fence, grates, and accessories complete with all required accessories, as shown on the drawings and as specified herein.

B. Refer to the following Sections for related work:
1. Section 02220 - Earth Work
2. Section 03300 - Cast-In-Place Concrete

1.02 QUALITY ASSURANCE

A. Steel pipe for posts and accessories shall be hot dip galvanized conforming to provisions of ASTM A-123 for zinc coating.

B. Chain link fabric shall conform to ASTM A-392 Class 2 for wire galvanized coating.

1.03 SUBMITTALS

A. Submit complete installation shop drawings showing placement of posts, bracing and gates. Do not begin work prior to approval of submittal.

PART 2 PRODUCT

2.01 MATERIALS

A. Gate posts shall be schedule 0 pipe 2-7/8 inch outside diameter for single gates 6 feet or less in width and double gates 12 feet or less in width for fences less than 72 inches high. Rolling gates shall be supported on rolling wheels at the top of the gate. Minimum clearance shall be 1 foot.

B. End, corner and slope posts shall be schedule 0 pipe 2-3/8 inch outside diameter for fences less than 72 inches high.

C. Line posts shall be schedule 0 pipe 1-7/8 inch outside diameter for fences less than 72 inches high.

D. Top rail shall be schedule 0 pipe 1-5/8 inch outside diameter.

E. Horizontal braces shall be schedule 0 pipe 1-5/8 inch outside diameter with 3/8 inch truss rod at all gate and terminal posts.

F. Chain link fabric shall be woven from 9 gage wire with knuckled finish top and bottom edges.

G. Gate frames shall be schedule 0 pipe 1-7/8 inch outside diameter.

H. All incidental fittings, braces, post caps, gate hinges shall be manufacturer's standard metal fittings, coated as previously specified for posts.

2.02 FABRICATION

A. Fabricate all components form new ferrous galvanized materials. Chain link fabric to be galvanized after fabrication.

PART 3 EXECUTION

3.01 PREPARATION

A. Verify location of fencing with approved shop drawings and layout of property.

3.02 INSTALLATION

A. Footings shall be concrete a minimum of 8 inches diameter. Footings for line posts shall be at least 3 feet deep, gate posts shall be at least 4 feet deep. Crown footings to shed water. Concrete shall meet Section 03300 requirements. Line posts at 10 feet o.c. maximum. The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.

B. Attach fabric, bracing, gates and accessories in conformance with manufacturer's standard. Fabric to be placed on outward facing side of posts. Gates shall have provision for padlock security fastening.

C. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

D. Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

E. The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch or more than 4 inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

3.03 CLEANUP

A. Inspect fence, touch-up any damaged finish, remove all work related debris.

END OF SECTION

Section 02740

ASPHALT OVERLAY AND BASE REPAIR

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This item shall consist of repairing the existing pavement and base, installation of asphaltic concrete level-up course, and asphaltic concrete overlay as herein specified and in conformity with typical sections, lines and grades shown on the plans and established by the Engineer.

1.02 MEASUREMENT AND PAYMENT

A. Tack Coat will be measured at the point of application to the street in gallons at the applied temperature. Hot mixed asphalt pavement shall be measured by the number of square yards complete in-place.

B. Hot mixed asphalt will be measured by the number of square yards complete in-place.

C. The work performed and materials furnished as prescribed by this item and measured as provided under "Measurement" will be paid for at the unit price bid for:

a. "Tack Coat"
b. "Hot Mixed Asphaltic Pavement, Type "D"

D. The unit bid price shall be full compensation for furnishing all material, freight, heating, mixing, hauling, cleaning of the existing base course or pavement, pavement preparation, tack coat, placing asphaltic concrete mixture, rolling and finishing, and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

1.03 REFERENCES – Not Used

1.04 SUBMITTALS – Not Used

PART 2 PRODUCTS

2.01 MATERIALS

E. Hot Mix Asphaltic Concrete: The hot mix asphaltic concrete shall conform to the requirements of the Texas Department of Transportation 1993 Specifications, Item 340. The paving mixture to be used shall be type designated on the plans. The Contractor shall provide appropriate documentation from the producer and a commercial laboratory that the hot mix asphaltic concrete used in the overlay meets these requirements. The asphalt to be used shall be A.C. 10.

F. Tack Coat shall be AC-5

PART 3 EXECUTION

3.01 PREPARATION

A. The pavement surface shall be dry free of dirt, grease and loose material. All "pot holes" shall be cleaned, primed and repaired with hot mix asphaltic concrete. Large cracks (greater than ¼

inch) shall be filled with AC-5. Level-up course shall be applied as needed and as directed by the Engineer.

3.03 BASE REPAIR

A. The existing base and asphaltic mat to be scarified and reshaped shall first be cleaned of all dirt, vegetation or other objectionable materials, and then scarified to a minimum depth of 6 inches. In no case shall the underlying sub-grade be disturbed. The asphaltic mat may either be removed and disposed of by the Contractor or broken into particles not more than 2 inches in their greatest dimensions. Caliche base shall be added as necessary to bring the surface to finish shape and grade as shown on the plans. Such caliche added shall be subsidiary to the various pay items.

B. The reshaped surface and base 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. In that area on which pavement is to be placed, any deviation in excess of ¼ inch in cross-section in a length of 12 feet measured longitudinally shall be corrected by loosening, adding or removing material reshaping and re-compacting by sprinkling and rolling. 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.

C. The Contractor shall "proof roll" the finish surface and directed by the Engineer to determine any weak spots. The "proof rolling" will be done with a loaded water truck (2000 gallon maximum).

D. "Base Repair" is specified based on the assumption that the underlying courses have not failed and have adequate strength to support the loads applied to them during construction. The Contractor may "proof roll" the area designated for "scarify and reshape surface and base" before beginning work. If such "proof rolling" indicates failure in the underlying courses a "change order" will be made to pay for the additional work to repair the underlying courses. Once work has begun on an area, the Contractor shall be responsible for any failures in the underlying courses. Should the areas of "scarified and reshaped surface and base", due to any reason or cause, lose the required stability, density and finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the Contractor. Prime coat shall be subsidiary to "Scarify and Reshape Surface and Base".

3.04 TACK COAT

A. Tack coat shall be sprayed uniformly in one pass at a spray width of the existing roadway. The tack coat shall not be placed more than 1 inch onto the lip of the "Curb and Gutter", "Valley Gutter" or edge of pavement. The tack coat shall be uniformly metered at the rate specified on the plans with a tolerance of plus or minus 0.05 gallons per square yard. Any excessive spills shall be removed and any obvious deviation from the rate specified will be rejected by the Engineer.

3.05 HOT MIX ASPHALTIC CONCRETE (HMAC)

A. The prime coat, tack coat or the asphaltic mixture when placed with a spreading and finishing machine; shall not be placed when the air temperature is below 50° F and is falling, but it may be placed when the air temperature is above 50°F and is rising.

B. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the prime coat, tack coat, or asphaltic mixture shall be placed only when the humidity, general weather conditions, and temperature and moisture condition of the base, in the opinion of the Engineer, are suitable.

C. If the temperature of the asphaltic mixture of a load or any part of a load becomes less than 225°F or more than 350°F after being dumped from the mixer and prior to passing through the lay-down machine, all or any part of the load may be rejected.

a. Prime Coat: A prime coat shall be applied at the rate shown on the plans. The application temperature shall be as provided above. The tack coat or asphaltic concrete shall not be applied on a previously primed flexible base until the primed base has completely cured to the satisfaction of the Engineer.

b. Tack Coat: Before the asphaltic mixture is laid, the surface upon which the tack coat is to be placed shall be cleaned thoroughly to the satisfaction of the Engineer. The surface shall be given a uniform application of tack coat using asphaltic materials specified in the plans. This tack coat shall be applied, as directed by the Engineer, with an approved sprayer at a rate not to exceed 0.10 gallons per square yard or surface. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform coat of the asphaltic material meeting the requirements for tack coat. The tack coat shall be rolled with a pneumatic tire roller when directed by the Engineer.

c. Transporting Asphaltic Concrete: The asphaltic mixture, prepared as specified above, shall be hauled to the work in tight vehicles previously cleaned of all foreign material. The dispatching of the vehicles shall be arranged so that all material delivered may be placed, and all rolling shall be completed during daylight hours. In cool weather or for long hauls, canvas covers and insulating of the truck bodies may be required. The inside of the truck body may be given a light coating of oil, lime slurry or other material satisfactory to the Engineer, if necessary, to prevent mixture from adhering to the body.

d. Placing:

i. Generally, the asphaltic mixture shall be dumped and spread on the approved prepared surface with specified spreading and finishing machine, in such manner that when properly compacted the finished pavement will be smooth, of uniform density and will meet the requirement of the typical cross sections and the surface tests. During the application of asphaltic materials, care shall be taken to prevent splattering of adjacent pavement; curb and gutter and structures.

ii. In placing a level-up course with the spreading and finishing machine, binder twine or cord shall be set to line and grade established by the Engineer. If approved by the Engineer, level-up courses may be spread with a motor grader.

iii. When the asphaltic mixture is placed in a narrow strip along the edge of an existing pavement, or used to level up small areas of an existing pavement or placed in small irregular areas where the use of a finishing machine is not practical, the finishing machine may be eliminated when authorized by the Engineer, provided a satisfactory surface can be obtained by other approved methods.

iv. Flush Structures. Adjacent to flush curbs, gutters, liners and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb or flush structure.

e. Compacting:

i. Rolling with the three wheel and tandem rollers shall start longitudinally at the sides and proceed toward the center of the pavement, overlapping on successive trips by at least half the width of the rear wheel unless otherwise directed by the Engineer. Alternate trips of the roller shall be slightly different in

length. On super-elevated curves, rolling shall begin at the low side and progress toward the high side unless otherwise directed by the Engineer. Rolling with pneumatic-tire roller shall be done as needed. Rolling shall be continued until no further compression can be obtained and all roller marks are eliminated. One tandem roller, one pneumatic-tire roller and at least one three wheel roller, as specified above shall be provided for each job. If the Contractor elects, he may substitute the three axle tandem roller for the two axle tandem roller and/or the three wheel roller; but in no case shall less than three roller be in use on each job. Additional rollers shall be provided if needed. The motion of the roller shall be slow enough at all times to avoid displacement of the mixture. If any displacement occurs, it shall be corrected at once by the use of rakes and of fresh mixtures where required. The roller shall not be allowed to stand on pavement which has not been fully compacted. To prevent adhesion of the surface mixture to the roller, the wheels shall be kept thoroughly moistened with water, but an excess of water will not be permitted. All rollers must be in good mechanical condition. Necessary precautions shall be taken to prevent the dropping of gasoline, oil, grease or other foreign matter on the pavement, either when the rollers are in operation or when standing.

ii. 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 as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction as would be expected of the specified equipment, as determined by the Engineer, its use shall be discontinued.

iii. Hand Tamping: The edges of the pavement along curbs, headers and similar structures, and all places not accessible to the roller, or in such positions as will not allow thorough compaction with the rollers, shall be thoroughly compacted with lightly oiled tamps.

f. Opening to Traffic:

i. The pavement shall be opened to traffic when directed by the Engineer. The Contractor's attention is directed to the fact that all construction traffic allowed on pavement open to the public will be subject to the laws governing traffic on Public Roads and Streets.

ii. If the surface ravels, it will be the Contractor's responsibility to correct this condition at this expense.

g. Density Test - Acceptance Sampling and Testing of Hot Mix Asphaltic Concrete (Compaction):

i. Hot Mix Asphaltic Concrete will be accepted for density on a lot basis. A lot will consist of one day's production or 1,200 tons, whichever is less and shall be divided into four equal sublots. One test shall be made for each sublot.

ii. Each lot of pavement will be accepted, with respect to density, when the average field density is equal to or greater than 92 percent of the average maximum theoretical density as determined in accordance with ASTM D2041, and when no individual determination is less than 91.0 percent of the average maximum theoretical density. Four field density determinations will be made for each lot. Cores or sawed samples taken from the pavement will be used to determine the field density. The density of the cored or sawed samples shall be determined in accordance with ASTM D2726.

iii. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determination shall be carefully crumbled, using heat if necessary, and maximum theoretical density determined in accordance with ASTM D2041. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample.

iv. The use of nuclear field density determination shall not be used as the basis for acceptance with respect density.

Table 8
Sliding Scale Pay Factors
(Density Based on Percent of Maximum Theoretical)

Average Percent Density*	Recommended Percent Payment
92 or above	100
91.0 - 91.9	90
Below 91.0	Reject **

* Average of 4 samples.
** If the Owner agrees to accept densities below 91.0%, the pay factor for density shall be 50%.

h. Surface Tests:

i. Tests for conformity with the specified crown and grade shall be made by the Contractor immediately after final rolling. Any variation exceeding the specified tolerances shall immediately be corrected by removing the defective work and replacing with new material, as directed by the Engineer. Any correction required shall be at the sole expense of the Contractor.

ii. For surface course, the finished surface shall not vary more than ¼ inch (6.35 mm) when tested with a 16-foot straightedge applied parallel with, or at right angles to, the centerline.

iii. The finished surfaces of hot mix asphaltic concrete shall not vary from the grade line, elevations and cross sections shown on the plans by more than ½ inch (12.7 mm). The Contractor shall correct pavement areas varying in excess of this amount by removing and replacing the defective work. Skin patching shall not be permitted for correction of low areas nor shall planning be permitted for correction of high areas.

i. Sampling Pavement:

i. Samples for determination of thickness and density of completed pavements shall be obtained by the Contractor at no extra cost. The size, number and locations of the samples will be as directed by the Engineer. Samples shall be neatly cut with a saw, core drill or other approved equipment. The Contractor shall furnish all tools, labor and materials for cutting samples and replacing pavement.

ii. All tests necessary to determine conformance with the specified requirements will be performed without cost to the Contractor; however, any required retests shall be performed at the Contractor's cost.

END OF SECTION

Section 02741

ASPHALTIC CONCRETE PAVEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface courses of compacted mixture of coarse and fine aggregates and asphaltic material.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for asphaltic concrete pavement is on square yard basis. Separate pay items re used for each different required thickness of pavement.

2. Payment for asphaltic concrete pavement includes payment for associated work performed in accordance with Section 02743 - Tack Coat.

3. Payment for asphaltic concrete in miscellaneous areas is on a square yard basis. Miscellaneous areas include tie-in to existing driveways.

4. No separate payment will be made under this section for asphaltic concrete provided for Section 02951-Pavement Replacement for Utility Construction

5. Refer to Paragraph 3.08 for unit price adjustments.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.

B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

D. TxDOT Tex-126-E - Molding, Testing, and Evaluation of Bituminous Black Base Material.

E. TxDOT Tex-106-E - Method of Calculating the Plasticity Index of Soils.

F. TxDOT Tex-203-F - Sand Equivalent Test.

G. TxDOT Tex-204-F - Design of Bituminous Mixtures.

H. TxDOT Tex-207-F - Determination of Density of Compacted Bituminous Mixtures.

I. TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.

J. TxDOT Tex-217-F - Determination of Deleterious Material and Decantation Test for

Coarse Aggregates.

K. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit certificates that asphaltic materials and aggregates meet requirements of Article 2.01, Materials, of this Section.

C. Submit proposed design mix and test data for each type and strength of surface course in Work.

D. Submit manufacturer's description and characteristics of mixing plant for approval.

D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Coarse Aggregate: Gravel or crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Aggregate shall conform to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.

B. Fine Aggregate: Sand or stone screenings or combination of both passing No. 10 sieve. Aggregate shall conform to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by Tex-106-E. Sand equivalent shall have a minimum value of 45 when tested by Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with ASTM C 136.

GRADUATION OF COMPOSITE AGGREGATE	
Sieve Size	**Percent Passing**
1/2"	100
3/8"	85 to 100
#4	50 to 70
#10	32 to 42
#40	11 to 26
#80	4 to 14
#200	1 to 6*
*2 to 8 when Test Method Tex – 200 - F, Part II (Washed Sieve Analysis) is used	

D. Asphaltic Material: Moisture-free homogeneous material which will not foam when heated to 347 degrees F, meeting following requirements:

VISCOSITY GRADE				
	AC-10		AC-20	
TEST	Min.	Max.	Min.	Max.
Viscosity, 140° F stokes	1000	± 200	2000	± 400
Viscosity, 275° F stokes	1.9	-	2.5	-
Penetration, 77° F, 100g, 5 sec.	85	-	55	-
Flash Point, C.O.C., F.	450	-	450	-
Solubility in trichloroethylene, percent	99.0	-	99.0	-
Tests on residues from thin film oven tests:				
Viscosity, 140° F stokes		3000	-	6000
Ductility, 77° F, 5 cms per min., cms	100	-	70	-
Spot tests	Negative for all grades			

1. Material shall not be cracked.

2.02 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing Continuously mixtures meeting specifications. Plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:

1. Cold aggregate bins and proportioning device.
2. Dryer.
3. Screens.
4. Aggregate weight box and batching scales.
5. Mixer.
6. Asphalt storage and heating devices.
7. Asphalt measuring devices.
8. Truck scales.

B. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix.

2.03 MIXES

A. Employ a certified testing laboratory to prepare design mixes. Test in accordance with Tex-126-E or Tex-204-F and Tex-208-F.

B. Density and Stability Requirements:

Percent Density Min.	Max.	Percent Optimum	HVEEM Stability Percent Not Less Than
94.5	97.5	96	35

C. Proportions for Asphaltic Material: Provide 4 to 8 percent of mixture by weight. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay-like particles, or silt when tested in accordance with Tex-217-F, Part II.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Prime Coat: If indicated on the Drawings, apply a prime coat conforming to requirements of Section 02742 - Prime Coat. Do not apply a tack coat until primed base has cured to satisfaction of Resident Project Representative.

B. Tack Coat: Conform to requirements of Section 02743 - Tack Coat.

C. Prepare sub-grade in advance of asphaltic concrete paving operation.

D. Do not use cutback asphalt during the period of April 16 to September 15.

3.03 PLACEMENT

A. Do not place asphaltic mixture when air temperature is below 50 degrees F and falling. Mixture may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

B. Haul prepared and heated asphaltic concrete mixture to the project in tight vehicles previously cleaned of foreign material. Mixture shall be at temperature between 250 degrees F and 325 degrees F when laid.

C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.

D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by Resident Project Representative.

E. Place courses as nearly continuously as possible. Pass roller over unprotected ends of Freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.

F. When new asphalt is laid against existing or old asphalt, existing or old asphalt shall be saw cut full depth to provide straight smooth joint.

G. In restricted areas where use of paver is impractical, spread and finish asphalt by Mechanical compactor. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove any lumps that do not break down readily. Place asphalt courses in same sequence as if placed by machine.

3.04 COMPACTION

A. Begin rolling while pavement is still hot and as soon as it will bear roller without undue displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water.

B. Compress surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mixture temperature drops below 175 degrees F.

C. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

D. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.

E. Compact binder course and surface course to density not less than 94 percent nor more than 98 percent of the maximum possible density of voidless mixture composed of same materials in like proportions.

3.05 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.

B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct any surface not meeting this requirement.

3.06 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Minimum of one core will be taken at random locations per 1000 feet per lane of roadway or 500 square yards of base to determine in-place depth and density.

C. In-place density will be determined in accordance with Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by Engineer.

D. Contractor may, at his own expense, request three additional cores in vicinity of cores indicating nonconforming in-place depths. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new compacted asphaltic concrete.

3.07 NONCONFORMING PAVEMENT

A. Remove and replace any non – conforming pavement.

B. Remove and replace areas of asphalt found deficient in thickness by more than 10 percent. Use new asphaltic base of thickness shown on Drawings.

C. Replace nonconforming pavement sections.

3.08 UNIT PRICE ADJUSTMENT

A. Unit price adjustments shall be made for in-place depth determined by cores as follows:

1. Reference Section 02740 Asphalt Overlay and Base Repair.

3.09 PROTECTION

A. Do not open pavement to traffic until 12 hours after completion of rolling, or as shown on Drawings.

B. Maintain asphaltic concrete pavement in good condition until completion of Work.

C. Repair defects immediately by replacing asphaltic concrete pavement to full depth.

END OF SECTION

Section 02742

PRIME COAT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Prime coat for asphaltic concrete paving

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for prime coat under this Section. Include payment in unit price for material being primed.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed prime coat.

C. Submit report of recent calibration of distributor.

PART 2 PRODUCTS

A. Cutback Asphalt

B. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

C. Asphalt material for prime coat shall be MC-30 or MC-70 and shall meet following requirements:

PROPERTIES	TYPE - GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Water, Percent	---	0.2	---	0.2
Flash Point, T.O.C., °F	100	---	100	---
Kinematic Viscosity at 140°F, cst	30	60	70	140

2. Distillate shall be as follows, expressed as percent by volume of total distillate to 680 degrees F:

TEMPERATURE	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.

to 437°F	---	25	---	20
to 500°F	40	70	20	60
to 600°F	75	93	65	90
Residue from 680°F Distillation, Volume, Percent	50	---	55	---

3. Tests on Distillation Residue:

TEST	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec., cm	120	250	120	250
Ductility at 77°F, 5 cm/min., cm	100*	---	100*	---
Solubility in Trichloroethylene, %	99	---	99	---
Spot Test	All Negative			

*If penetration of residue is more than 200 and ductility at 77 degrees F is less than 100 cm, material will be acceptable if its ductility at 60 degrees F is more than 100 cm.

2.02 EMULSIFIED PETROLEUM RESIN

A. EPR-1 Prime: Slow curing emulsion of petroleum resin and asphalt cement conforming to the following requirements:

PROPERTIES	MIN.	MAX.
Fural Viscosity at 77°F, Sec	14	40
Residue by Evaporation, % by Weight	60	-
Sieve Test, %	-	0.1
Particle Charge Test	Positive	
Tests on the Distillation Residue:		
Flash Point, COC (F)	400	-
Kinematic Viscosity @ 140 F (cst)	190	350

B. For use, EPR-1 may be diluted with water up to a maximum three parts water to one part EPR-1 in order to achieve desired concentration of residual resin/asphalt to facilitate application.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify base is ready to support imposed loads.
B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course surface of loose material by brooming prior to application of prime coat.

B. Prepare sufficient base in advance of paving for efficient operations.

3.03 APPLICATION, BASIC

A. Apply prime coat with approved type of self-propelled pressure distributor. Distribute prime coat evenly and smoothly under pressure necessary for proper distribution.

B. Keep storage tanks, piping, retorts, booster tanks, and distributors used in handling asphaltic materials clean and in good operating condition. Conduct operations so that asphaltic material does not become contaminated.

C. If yield of asphaltic material appears to be in error, recalibrate distributor prior to continuing work.

D. Maintain the surface until Work is accepted by Owner.

3.04 APPLICATION, CUTBACK ASPHALT

A. Do not place prime coat when air temperature is below 60 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 50 degrees F and rising.

B. Distribute at rate of 0.25 to 0.35 gallons per square yard.

C. Equipment shall be capable of reporting temperature of asphaltic material in heating equipment and in distributor, for determining rate of application, and for obtaining uniformity at junction of two distributor loads. Maintain in accurate working order, including recording thermometer at storage heating unit at all times.

D. Temperature of application shall be based on temperature-viscosity relationship that will permit application of asphalt with viscosity of 100 to 125 centistokes. Maintain asphalt within 15 degrees F of temperature required to meet viscosity. Selected temperature shall be within following range.

Prime Coat Type	Minimum (°F)	Maximum (°F)
MC-30	70	150
MC-70	125	175

E. Do not allow temperature of MC-30 to exceed 175 degrees F at any time.

F. Do not allow temperature of MC-70 to exceed 200 degrees F at any time.

3.05 APPLICATION, EMULSIFIED PETROLEUM RESIN

A. Do not place prime coat when air temperature is below 36 degrees F and falling.

B. Distribute at rate of 0.15 to 0.25 gallons per square yard.

3.06 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied prime coat until authorized by Resident Project Representative.

END OF SECTION

Section 02743

TACK COAT

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Tack coat for asphaltic concrete paving.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for tack coat under this Section. Include payment in unit price for asphaltic pavements.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM D 244 - Standard Test Methods for Emulsified Asphalts.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit product data for proposed tack coat.

C. Submit report of recent calibration of distributor.

PART 2 P R O D U C T S

2.01 CUTBACK ASPHALT

A. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

1. Asphalt material for tack coat: RC-250 and meet following:

PROPERTIES	RC – 250	
	MIN.	MAX.
Water, Percent	---	0.2
Flash Point, T.O.C.,°F	80	---
Kinematic Viscosity at 140°F, cst	250	400

2. Distillate: Expressed as percent by volume of total distillate to 680 F:

TEMPERATURE	RC – 250	
	MIN.	MAX.
to 437°F	40	75
to 500°F	65	90
to 600°F	85	---
Residue from 680°F Distillation, Volume, Percent	70	---

3. Tests on Distillation Residue:

PROPERTIES	RC – 250	
	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec.	100	150
Ductility at 77°F, 5 cm/min. cms	100	---
Solubility in Trichloroethylene, %	99	---
Spot Test	All Negative	

2.02 EMULSION

A. Provide homogeneous material which shall show no separation of asphalt after mixing and shall meet the viscosity requirements at any time within 30 days after delivery.

1. Emulsion material for tack coat: SS-1 and meet following:

PROPERTIES	SS – 1	
	MIN.	MAX.
Furol Viscosity at 77°F, sec.	30	100
Residue by Distillation, %	60	---
Oil Portion of Distillate, %	---	2
Sieve Test, %	---	0.1
Miscibility (Standard Test)	Passing	Passing
Cement Mixing, %	---	2.0
Storage Stability, 1 Day, %	---	1
Test on Residue: Penetration at 77°F, 100g, 5 sec. Solubility in Trichloroethylene, % Ductility at 77°F, 5 cm/min., cms	 120 97.5 100	 160 --- ---

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course or concrete surface of loose material by brooming prior to application of tack coat.

3.03 APPLICATION

A. Apply tack coat uniformly by use of approved distributor at rate not to exceed 0.05 gallons per square yard of surface.

B. Paint contact surfaces of curbs and structures, and joints with thin uniform coat of tack coat.

C. Cutback Asphalt:

1. Do not place tack coat when air temperature is below 50 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

2. Temperature of tack coat shall be between 125 degrees F and 180 degrees F when applied.

3. Do not heat tack coat above 200 degrees F at any time.

3.04 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied tack coat until authorized by Resident Project Representative.

END OF SECTION

Section 02751

CONCRETE PAVING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Portland cement concrete paving.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for concrete paving is on square yard basis. Separate pay items are used for each different required thickness of pavement.

2. Payment for concrete paving, high early strength, is on square yard basis.

3. Measurement for utility projects: Match actual pavement replaced but no greater than maximum pavement replacement limits shown on Drawings.

a. When removed pavement is greater than one-half of pavement lane width or within 18 inches of longitudinal joint, replace pavement for full lane width or to nearest longitudinal joint.

b. No payment will be made for work outside pavement limits or in areas removed or replaced for Contractor's convenience. Maximum payment limits are shown on Drawings. When extent of pavement replacement is increased to full lane width or to nearest longitudinal joint, maximum payment limits are increased to same extent.

4. Refer to Section 01270 - Measurement and Payment for unit price procedures.

5. Refer to Paragraph 3.15, Unit Price Adjustment.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for Work in this Section is included in total Stipulated Price.

1.03 REFERENCES

A. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

B. ASTM A 185 - Standard Specifications for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

C. ASTM A 615 - Standard Specification for Deformed and Plain Billet - Steel Bars for Concrete Reinforcement.

D. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

E. ASTM C 33 - Standard Specifications for Concrete Aggregates.

F. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

G. ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

H. ASTM C 42 - Standard Test Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

I. ASTM C 78 - Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third Point Loading).

J. ASTM C 94 - Standard Specification for Ready-Mixed Concrete.

K. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

L. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

M. ASTM C 138 - Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.

N. ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.

O. ASTM C 150 - Standard Specification for Portland Cement.

P. ASTM C 174 - Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores.

Q. ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

R. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.

S. ASTM C 494 - Standard Specification for Chemical Admixtures for Concrete.

T. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete.

U. TxDOT Tex-203-F - Sand Equivalent Test.

V. TxDOT Tex-406-A - Material Finer than 75 Fm (No. 200) Sieve In Mineral Aggregates (Decantation Test for Cement Aggregates).

1.04 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit proposed mix design and test data for each type and strength of concrete in Work. Include proportions and actual flexural strength obtained from design mixes at required test ages.

C. Submit for approval manufacturer's description and characteristics for mixing equipment, and for traveling form paver, when proposed for use.

D. Submit manufacturer's certificates giving properties of reinforcing steel. Include certificate of compliance with ASTM A 82. Provide specimens for testing when required by Engineer.

1.05 HANDLING AND STORAGE

A. Do not mix different classes of aggregate without written permission of Engineer.

B. Class of aggregate being used may be changed before or during Work with written permission of Engineer. Comply new class with specifications.

C. Reject segregated aggregate. Before using aggregate whose particles are separated by size, mix them uniformly to grading requirements.

D. Reject aggregates mixed with dirt, weeds, or foreign matter.

E. Do not dump or store aggregate in road bed.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Portland Cement:

1. Sample and test cement to verify compliance with Standards of ASTM C 150, Type I or Type III.

2. Bulk cement which meets referenced standards may be used when method of handling is approved by Engineer. When using bulk cement, provide satisfactory weighing devices.
3. Fly ash, which meets standards of ASTM C 618, may be used as mineral fill when method of handling is approved by Engineer.

B. Water: Conform to requirements for water in ASTM C 94.

C. Coarse Aggregate: Crushed stone, gravel, or combination thereof, which is clean, hard, durable, conforms to requirements of ASTM C 33, and has abrasion loss not more than 45 percent by weight when subjected to Los Angeles Abrasion Test (ASTM C 131).

1. Maximum percentage by weight of deleterious substances shall not exceed following values:

Item	Percent by Weight of Total Sample Maximum
Clay lumps and friable particles	3.0
Material finer than 75-µm (No. 200) sieve:	
Concrete subject to abrasion	3.0*
All Other concrete	5.0*
Coal and lignite:	
Where surface appearance of concrete	0.5
All other concrete	1.0

* In case of manufactured sand, when material finer than 75-µm (No. 200) sieve consists of dust of fracture, essentially free from clay or shale, these limits may be increased to 5 and 7 percent, respectively.

2. Conform coarse aggregate (size 12 inch to No. 4 sieve) to requirements of ASTM C 33. Use gradation within following limits when graded in accordance with ASTM C 136:

Sieve Designation (Square Openings)	Percentage by Weight
Retained on 1:" sieve	0
Retained on 12"sieve	0 to 5
Retained on :" sieve	30 to 65
Retained on d" sieve	70 to 90
Retained on No. 4 sieve	95 to 100
Loss by Decantation Test	

*Method Tex-406-A	1.0 maximum

* In case of aggregates made primarily from crushing of stone, when material finer than 200 sieve is dust of fracture essentially free from clay or shale as established by Part III of TxDOT Tex-406-A, percent may be increased to 1.5.

D. Fine Aggregate: Sand, manufactured sand, or combination thereof, composed of clean, hard, durable, uncoated grains, free from loams or other injurious foreign matter. Conform fine aggregate for concrete to requirements of ASTM C 33. Use gradation within following limits when graded in accordance with ASTM C 136:

Sieve Designation (Square Openings)	Percentage by Weight
Retained on 3/8" sieve	0
Retained on No. 4 sieve	0 to 5
Retained on No. 8 sieve	0 to 20
Retained on No. 16 sieve	15 to 50
Retained on No. 30 sieve	35 to 75
Retained on No. 50 sieve	65 to 90
Retained on No. 100 sieve	90 to 100
Retained on No. 200 sieve	97 to 100

1. When subjected to color test for organic impurities (ASTM C 40), fine aggregate shall not show color darker than standard color. Fine aggregate shall be subjected to Sand Equivalent Test (Tex-203-F). Sand equivalent value shall not be less than 80, unless higher value is shown on Drawings.

E. Mineral Filler: Class C fly ash of acceptable quality and meeting requirements of ASTM C 618 may be used as mineral admixture in concrete mixture. When fly ash mineral filler is used, store and inspect in accordance with ASTM C 618. Do not use fly ash in amounts to exceed 30 percent by absolute volume of cementitious material in mix design. Cement content may be reduced when strength requirements can be met. Note: When fly ash is used, term "cement" is defined as cement plus fly ash.

F. Air Entraining Agent: Furnish air-entraining agent conforming to requirements of ASTM C 260.

G. Water Reducer: Water reducing admixture conforming to requirements of ASTM C 494 may be used when required to improve workability of concrete. Amount and type of admixture subject to approval by Engineer.

H. Reinforcing Steel:

1. Provide new billet steel manufactured by open hearth process and conforming to ASTM A 615, Grade 60. Store steel to protect it from mechanical injury and rust. At time of placement, steel shall be free from dirt, scale, rust, paint, oil, or other injurious materials.

2. Cold bend reinforcing steel to shapes shown. Once steel has been bent, it may not be rebent.

3. Provide wire fabric conforming to ASTM A 82. Use fabric in which longitudinal and

transverse wires have been electrically welded at points of intersection. Welds shall have sufficient strength not to be broken during handling or placing. Conform welding and fabrication of fabric sheets to ASTM A 185.

I. Fibrous Reinforcing: Conform to requirements of Section 03240 - Fibrous Reinforcing.

2.02 EQUIPMENT

A. Conform Equipment to requirements of ASTM C 94.

2.03 MIXING

A. Flexural strength shall be as specified using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C78 (using simple beam with third-point loading). Compressive strength shall be as specified using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Determine and measure batch quantity of each ingredient, including water for batch designs and all concrete produced for Work. Mix shall conform to these specifications and other requirements indicated on Drawings.

B. Mix design to produce concrete, which will have flexural strength of 500 psi at 7 days and 600 psi at 28 days. Slump of concrete shall be at least 2 inches but no more than 4 inches, when tested in accordance with ASTM C 143.

1. Concrete pavement, including curb, curb and gutter, and saw-tooth curb, shall contain at least 52 sacks (94 pounds per sack) of cement per cubic yard, with not more than 6.5 gallons of water, net, per sack of cement (water-cement ratio maximum 0.57). Determine cement content in accordance with ASTM C 138. Addition of mineral filler may be used to improve workability or plasticity of concrete to limits specified.

2. Coarse dry aggregate shall not exceed 85 percent of loose volume of concrete.

3. Add air-entraining admixture to ensure uniform distribution of agent throughout batch. Base air content of freshly mixed air-entrained concrete upon trial mixes with materials to be used in Work, adjusted to produce concrete of required plasticity and workability. Percentage of air entrainment in mix shall be 42 percent plus or minus 12 percent. Determine air content by testing in accordance with ASTM C 231.

4. Use retardant when temperature exceeds 90 degrees F. Proportion as recommended by manufacturer. Use same brand as used for air-entraining agent. Add and batch material using same methods as used for air-entraining agent.

C. Use high early strength concrete pavement to limits shown on Drawings. Design to meet following:

1. Concrete Mix: Flexural strength greater than or equal to 500 psi at 72 hours.

2. Cement: Minimum of 7 sacks of cement per cubic yard of concrete.

3. Water-Cement Ratio: Less than or equal to 5 gallons per sack. Changes in water-cement ratio and mix design including increase in cement factor when necessary, will be made when 72-hour flexural strength does not meet minimum value of 500 psi.

4. Other requirements for proportioning, mixing, execution, testing, etc., shall be in accordance with this Section 02751 - Concrete Paving.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base is ready to support imposed loads and meets compaction requirements.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Properly prepare, shape and compact each section of sub grade before placing forms, reinforcing steel or concrete. After forms have been set to proper grade and alignment, use sub grade planer to shape sub grade to its final cross section. Check contour of sub grade with template.

B. Remove sub grade that will not support loaded form. Replace and compact sub grade to required density.

3.03 EQUIPMENT

A. Alternate equipment and methods, other than those required by this Section, may be used provided equal or better results will be obtained. Maintain equipment for preparing sub grade and for finishing and compacting concrete in good working order.

B. Sub grade Planer and Template:

1. Use sub grade planer with adjustable cutting blades to trim sub grade to exact section shown on Drawings. Select planer mounted on visible rollers, which ride on forms. Planer frame must have sufficient weight so that it will remain on form, and have strength and rigidity that, under tests made by changing support from wheels to center, planer will not develop deflection of more than c inch. Tractors used to pull planer shall not produce ruts or indentations in sub grade. When slip form method of paving is used, operate sub grade planer on prepared track grade or have it controlled by electronic sensor system operated from string line to establish horizontal alignment and elevation of subbase.

2. Provide template for checking contour of sub grade. Template shall be long enough to rest upon side forms and have strength and rigidity that, when supported at center, maximum deflection shall not exceed c inch. Fit template with accurately adjustable rods projecting downward at 1-foot intervals. Adjust these rods to gauge cross sections of slab bottom when template is resting on side forms.

C. Machine Finisher: Provide power-driven, transverse finishing machine designed and operated to strike off and consolidate concrete. Machine shall have two screeds accurately adjusted to crown of pavement and with frame equipped to ride on forms. Use finishing machine with rubber tires when it operates on concrete pavement.

D. Hand Finishing:

1. Provide mechanical strike and tamping template 2 feet longer than width of pavement to be finished. Shape template to pavement section.

2. Provide two bridges to ride on forms and span pavement for finishing expansion and dummy joints. Provide floats and necessary edging and finishing tools.

E. Burlap Drag for Finishing Slab: Furnish four plies of 10-ounce burlap material fastened to bridge to form continuous strip of burlap full width of pavement. Maintain contact 3-foot width of burlap material with pavement surface. Keep burlap drags clean and free of encrusted mortar.

F. Vibrators: Furnish mechanically operated, synchronized vibrators mounted on tamping bar which

rides on forms and hand-manipulated mechanical vibrators. Furnish vibrators with frequency of vibration to provide maximum consolidation of concrete without segregation.

G. Traveling Form Paver: Approved traveling form paver may be used in lieu of construction methods employing forms, consolidating, finishing and floating equipment. Meet requirements of this specification for sub grade, pavement tolerances, pavement depth, alignments, consolidation, finishing and workmanship. When traveling form paver does not provide concrete paving that meets compaction, finish, and tolerance requirements of this Specification, immediately discontinue its use and use conventional methods.

1. Equip traveling paver with longitudinal transangular finishing float adjustable to crown and grade. Use float long enough to extend across pavement to side forms or edge of slab.

2. Ensure that continuous deposit of concrete can be made at paver to minimize starting and stopping. Use conventional means of paving locations inaccessible to traveling paver, or having horizontal or vertical curvature that traveling paver cannot negotiate.

3. Where Drawings require tie bars for adjacent paving, securely tie and support bars to prevent displacement. Tie bars may be installed with approved mechanical bar inserter mounted on traveling-form paver. Replace pavement in which tie bars assume final position other than that shown on Drawings.

3.04 FORMS

A. Side Forms: Use metal forms of approved shape and section. Preferred depth of form equal to required edge thickness of pavement. Forms with depths greater or less than required edge thickness of pavement will be permitted, provided difference between form depth and edge thickness when not greater than 1 inch, and further provided that forms of depth less than pavement edge are brought to required edge thickness by securely attaching wood or metal strips to bottom of form, or by grouting under form. Bottom flange of form shall be same size as thickness of pavement. Aluminum forms are not allowed. Forms shall be approved by Engineer. Length of form sections shall be not less than 10 feet and each section shall provide for staking in position with not less than 3 pins. Flexible or curved forms of wood or metal of proper radius shall be used for curves of 200-foot radius or less. Forms shall have ample strength and shall be provided with adequate devices for secure setting so that when in-place they will withstand, without visible springing or settlement, impact and vibration of finishing machine. In no case shall base width be less than 8 inches for form 8 inches or more in height. Forms shall be free from warp, bends or kinks and shall be sufficiently true to provide straight edge on concrete. Top of each form section, when tested with straight edge, shall conform to requirements specified for surface of completed pavement. Provide sufficient forms for satisfactory placement of concrete. For short radius curves, forms less than 10 feet in length or curved forms may be used. For curb returns at street intersections and driveways, wood forms of good grade and quality may be used.

B. Form Setting:

1. Rest forms directly on sub grade. Do not shim with pebbles or dirt. Accurately set forms to required grade and alignment and, during entire operation of placing, compacting and finishing of concrete, do not deviate from this grade and alignment more than c inch in 10 feet of length. Do not remove forms for at least 8 hours after completion of finishing operations. Provide supply of forms that will be adequate for orderly and continuous placing of concrete. Set forms and check grade for at least 300 feet ahead of mixer or as approved by Engineer.

2. Adjacent slabs may be used instead of forms, provided that concrete is well protected from possible damage by finishing equipment. Do not use adjacent slabs for forms until

concrete has aged at least 7 days.

3.05 REINFORCING STEEL AND JOINT ASSEMBLIES

A. Place reinforcing steel and joint assemblies and position securely as indicated on Drawings. Wire reinforcing bars securely together at intersections and splices. Bars and coatings shall be free of rust, dirt or other foreign matter when concrete is placed. Secure reinforcing steel to chairs.

B. Position pavement joint assemblies at required locations and elevations, and rigidly secure in position. Install dowel bars in joint assemblies, each parallel to pavement surface and to centerline of pavement, as shown.

C. Cut header boards, joint filler, and other material used for forming joints to receive each dowel bar.

D. Secure in required position to prevent displacement during placing and finishing of concrete.

E. Drill dowels into existing pavement, secure with epoxy, and provide paving headers as required to provide rigid pavement sections.

F. Use sufficient number of chairs for steel reinforcement bars to maintain position of bars within allowable tolerances. Place reinforcement as shown on Drawings. In plane of steel parallel to nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of spacing between bars. In plane of steel perpendicular to nearest surface of concrete, bars shall not vary from plan placement by more than 3 inch.

3.06 FIBROUS REINFORCING

A. Do not use fibrous reinforcing to replace structural, load-bearing, or moment-reinforcing steel.

B. Mix and place in accordance with requirements of Section 03240.

3.07 PLACEMENT

A. Place concrete when air temperature taken in shade and away from artificial heat is above 35 degrees F and rising. Do not place concrete when temperature is below 40 degrees F and falling.

B. Place concrete within 90 minutes after initial water had been added. Remove and dispose of concrete not placed within this period.

C. Concrete slump during placement shall be 1 to 4 inches, except when using traveling-form paver, slump shall be maximum of 2 inches.

D. Deposit concrete continuously in successive batches. Distribute concrete in manner that will require as little rehandling as possible. Where hand spreading is necessary, distribute concrete with shovels or by other approved methods. Use only concrete rakes in handling concrete. At placement interruption of more than 30 minutes, place transverse construction joint at stopping point. Remove and replace sections less than 10 feet long.

E. Take special care in placing and spading concrete against forms and at longitudinal and transverse joints to prevent honeycombing. Voids in edge of finished pavement will be cause for rejection.

3.08 COMPACTION

A. Consolidate concrete using mechanical vibrators as specified herein. Extend vibratory unit across pavement, not quite touching side forms. Space individual vibrators at close enough intervals to vibrate and consolidate entire width of pavement uniformly. Mount mechanical vibrators to avoid contact with forms, reinforcement, transverse or longitudinal joints.

B. Furnish enough hand-manipulated mechanical vibrators for proper consolidation of concrete along forms, at joints and in areas not covered by mechanically controlled vibrators.

3.09 FINISHING

A. Finish concrete pavement with power-driven transverse finishing machines or by hand finishing methods.

1. Use transverse finishing machine to make at least two trips over each area. Make last trip continuous run of not less than 40 feet. After transverse screeding, use hand-operated longitudinal float to test and level surface to required grade.

2. Hand finish with mechanical strike and tamping template in same width as pavement to be finished. Shape template to pavement section shown on Drawings. Move strike template forward in direction of placement, maintaining slight excess of material in front of cutting edge. Make minimum of two trips over each area. Screed pavement surface to required section. Work screed with combined transverse and longitudinal motion in direction work is progressing. Maintain screed in contact with forms. Use longitudinal float to level surface.

B. On narrow strips and transitions, finish concrete pavement by hand. Thoroughly work concrete around reinforcement and embedded fixtures. Strike off concrete with strike-off screed. Move strike-off screed forward with combined transverse and longitudinal motion in direction work is progressing, maintaining screed in contact with forms, and maintaining slight excess of materials in front of cutting edge. Tamp concrete with tamping template. Use longitudinal float to level surface.

C. After completion of straightedge operation, make first pass of burlap drag as soon as construction operations permit and before water sheen has disappeared from surface. Follow with as many passes as required to produce desired texture depth. Permit no unnecessary delays between passes. Keep drag wet, clean and free from encrusted mortar during use.

3.10 JOINTS AND JOINT SEALING

A. Conform to requirements of Section 02752 - Concrete Pavement Joints.

3.11 CONCRETE CURING

A. Conform to requirements of Section 02753 - Concrete Pavement Curing.

3.12 TOLERANCES

A. Test entire surface before initial set and correct irregularities or undulations. Bring surface within requirements of following test and then finish. Place 10-foot straightedge parallel to center of roadway to bridge depressions and touch high spots. Do not permit ordinates measured from face of straight edge to surface of pavement to exceed 1/16 inch per foot from nearest point of contact. Maximum ordinate with 10-foot straightedge shall not exceed c inch. Grind spots in excess of required tolerances to meet surface test requirements. Restore texture by grooving concrete to meet surface finishing specifications.

3.13 FIELD QUALITY CONTROL

A. Perform testing under provisions of Section 01454 - Testing Laboratory Services.

B. Compressive Strength Test Specimens: Make four test specimens for compressive strength test in accordance with ASTM C 31 for each 150 cubic yards or less of pavement that is placed in one day. Test two specimens at 7 days. Test remaining two specimens at 28 days. Test specimens in accordance with ASTM C 39. Minimum compressive strength shall be 3000 pounds per square inch at 7 days and 3500 pounds per square inch at 28 days.

C. When compressive test indicates failure, make yield test in accordance with ASTM C 138 for cement content per cubic yard of concrete. When cement content is found to be less than that specified per cubic yard, increase batch weights until amount of cement per cubic yard of concrete conforms to requirements.

D. Minimum of one 4-inch core will be taken at random locations per 375 feet per 12 feet lane or 500 square yards of pavement to measure in-place depth. Measure depth in accordance with ASTM C 174. Each core may be tested for 28-day compressive strength according to methods of ASTM C 42. 28-day compressive strength of each core tested shall be minimum of 3000 pounds per square inch.

E. Request, at option, three additional cores in vicinity of cores indicating nonconforming in-place depths at no cost to City. In-place depth at these locations shall be average depth of four cores.

F. Fill cores and density test sections with new concrete paving or non-shrink grout.

3.14 NONCONFORMING PAVEMENT

A. Remove and replace areas of pavement found deficient in thickness by more than 10 percent, or that fail compressive strength tests, with concrete of thickness shown on Drawings.

B. When measurement of any core is less than specified thickness by more than 10 percent, actual thickness of pavement in this area will be determined by taking additional cores at 10-foot intervals parallel to centerline in each direction from deficient core until, in each direction, core is taken which is not deficient by more than 10 percent. Exploratory cores for deficient thickness will not be used in averages for adjusted unit price. Exploratory cores are to be used only to determine length of pavement in unit that is to be removed and replaced. Replace nonconforming pavement sections at no additional cost to City.

3.15 UNIT PRICE ADJUSTMENT

A. Unit price adjustments shall be made for in-place depth determined by cores as follows:

1. Adjusted Unit Price shall be ratio of average thickness as determined by cores to thickness bid upon, times unit price.

2. Apply adjustment to lower limit of 95 percent and upper limit of 100 percent of unit price.

3. Average depth below 95 percent but greater than 90 percent may be accepted by Engineer at adjusted Unit Price of :

Unit Price Bid - [2 x (1-ratio) x Unit Price Bid]

4. Average depth below 90 percent will be rejected by Engineer.

3.16 PAVEMENT MARKINGS

A. Restore pavement markings to match those existing in accordance with standard specifications and details and Engineer's requirements.

3.17 PROTECTION

A. Barricade pavement section to prevent use until concrete has attained minimum design strength. Cure barricade pavement section for minimum 72 hours before use. Do not open pavement to traffic until concrete is at least 10 days old. Pavement may be open to traffic earlier provided Contractor pays for testing and additional beam once 7 day specified flexural strength is obtained. Pavement may be opened when high early strength concrete is used meeting specified 72-hour strength.

B. High early strength concrete may be used to provide access at driveways, street intersections, esplanades and other locations approved by Engineer.

C. On those sections of pavement to be opened to traffic, seal joints, clean pavement, and place earth against pavement edges before permitting use by traffic. Opening of pavement to traffic shall not relieve responsibility for Work.

D. Maintain concrete paving in good condition until completion of Work.

E. Repair defects by replacing concrete to full depth.

END OF SECTION

Section 02752

CONCRETE PAVEMENT JOINTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Joints for concrete paving; concrete sidewalks; concrete driveways, curbs, and curb and gutters.

B. Saw-cutting existing concrete or asphalt pavements for new joints.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for saw-cutting existing concrete or asphalt pavement for new joints is on linear foot basis. Saw-cutting existing standard concrete curb will be measured as 1-1/2 linear feet and existing standard concrete curb and gutter will be measured as 3 linear feet.

2. No separate payment will be made for expansion joints, formed or sawed street pavement contraction joints and longitudinal weakened plane joints. Include payment in unit price for Concrete Paving.

3. No separate payment will be made for joints for Curb, Curb and Gutter, Saw-tooth Curb, Concrete Sidewalks, and Concrete Driveways. Include payment in unit price for Curb and Gutter, Concrete Sidewalks, and Concrete Driveways.

4. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

B. ASTM D 994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).

C. ASTM D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

D. ASTM D 3405 - Standard Specification for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements.

1.04 SUBMITTALS

A. Submit product data and samples in accordance with requirements of Section 01330 - Submittal Procedures.

B. Submit product data for joint sealing compound and proposed sealing equipment for approval.

C. Submit samples of dowel cup, metal supports, and deformed metal strip for approval.

PART 2 PRODUCTS

2.01 MATERIALS

A. Board Expansion Joint Material: Filler board of selected stock. Use wood of density and type as follows:

1. Clear, all-heart cypress weighing no more than 40 pounds per cubic foot, after being oven dried to constant weight.

2. Clear, all-heart redwood weighing no more than 30 pounds per cubic foot, after being oven dried to constant weight.

B. Preformed Expansion Joint Material: Bituminous fiber and bituminous mastic composition material conforming to ASTM D 994 and ASTM D 1751.

C. Joint Sealing Compound: Hot-poured rubber-asphalt compound conforming to ASTM D 3405.

D. Load Transmission Devices:

1. Smooth, steel dowel bars conforming to ASTM A 615, Grade 60. When indicated on Drawings, encase one end of dowel bar in approved cap having inside diameter 1/16 inch greater than diameter of dowel bar.

2. Deformed steel tie bars conforming to ASTM A 615, Grade 60.

E. Metal Supports for Reinforcing Steel and Joint Assembly: Employ metal supports of approved shape and size that will secure reinforcing steel and joint assembly in correct position during placing and finishing of concrete.

PART 3 EXECUTION

3.01 PLACEMENT

A. When new work is adjacent to existing concrete, place joints at same location as existing joints in adjacent pavement.

B. If the limit of removal of existing concrete or asphaltic pavement does not fall on existing joint, saw cut existing pavement minimum of 2 inches deep to provide straight, smooth joint surface without chipping, spalling or cracks.

3.02 CONSTRUCTION JOINTS

A. Place transverse construction joint wherever concrete placement must be stopped for more than 30 minutes. Place longitudinal construction joints at interior edges of pavement lanes using No. 6 deformed tie bars, 30 inches long and spaced 18 inches on centers.

3.03 EXPANSION JOINTS

A. Place 3/4-inch expansion joints at radius points of curb returns for cross street intersections, or as located in adjacent pavement but no further than 80 feet apart. Use no boards shorter than 6 feet. When pavement is 24 feet or narrower, use not more than 2 lengths of board. Secure pieces to form straight joint. Shape board filler accurately to cross section of concrete slab. Use load transmission

devices of type and size shown on Drawings unless otherwise specified or shown as "No Load Transfer Device". Seal with joint sealing compound.

3.04 CONTRACTION JOINTS

A. Place contraction joints at same locations as in adjacent pavement or at spaces indicated on Drawings. Place smoothed, painted and oiled dowels accurately and normal to joint. Seal groove with joint sealing compound.

3.05 LONGITUDINAL WEAKENED PLANE JOINTS

A. Place longitudinal weakened plane joints at spaces indicated on Drawings. Seal groove with joint sealing compound.

3.06 SAWED JOINTS

A. Use sawed joints as an alternate to contraction and weakened plane joints. Circular cutter shall be capable of cutting straight line groove minimum of 1/2 inch wide. Depth shall be one quarter of pavement thickness plus 1/2 inch. Commence sawing as soon as concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing and prior to initiation of cracks. Once sawing has commenced, it shall be continued until completed. Make saw cut with one pass. Complete sawing within 24 hours of concrete placement. Saw joints at required spacing consecutively in sequence of concrete placement.

B. Concrete Saw: Provide sawing equipment adequate in power to complete sawing to required dimensions and within required time. Provide at least one standby saw in good working order. Maintain an ample supply of saw blades at work site at all times during sawing operations. Sawing equipment shall be on job at all times during concrete placement.

3.07 JOINTS FOR CURB, CURB AND GUTTER

A. Place 3/4-inch preformed expansion joints through curb and gutters at locations of expansion and contraction joints in pavement; at end of radius returns at street intersections and driveways; and at curb inlets. Maximum spacing shall be 120-foot centers.

3.08 JOINTS FOR CONCRETE SIDEWALKS

A. Provide 3/4-inch expansion joints conforming to ASTM A 1751 along and across sidewalk at back of curbs, at intersections with driveways, steps, and walls; and across walk at intervals not to exceed 36 feet. Provide expansion joint material conforming to ASTM D 994 for small radius curves and around fire hydrants and utility poles. Extend the expansion joint material full depth of the slab.

3.09 JOINTS FOR CONCRETE DRIVEWAYS

A. Provide 3/4-inch expansion joints conforming to ASTM D 1751 across driveway in line with street face of sidewalks, at existing concrete driveways, and along intersections with sidewalks and other structures. Extend expansion joint material full depth of slab.

3.10 JOINT SEALING

A. Seal joints only when surface and joints are dry, ambient temperature is above 50 degrees F and less than 85 degrees F, and weather is not foggy or rainy.

B. Joint sealing equipment shall be in like new working condition throughout the joint sealing operation, and be approved by Resident Project Representative. Use concrete grooving machine or power-

operated wire brush and other equipment such as plow, brooms, brushes, blowers or hydro or abrasive cleaning as required to produce satisfactory joints.

C. Clean joints of loose scale, dirt, dust and curing compound. The term joint includes wide joint spaces, expansion joints, dummy groove joints or cracks, either preformed or natural. Remove loose material from concrete surfaces adjacent to joints.

D. Fill joints neatly with joint sealer to depth shown. Pour sufficient joint sealer into joints so that, upon completion, surface of sealer within joint will be 1/4 inch above level of adjacent surface or at elevation as directed.

3.11 PROTECTION

A. Maintain joints in good condition until completion of Work.

B. Replace damaged joints material with new material as required by this Section.

END OF SECTION

Section 02753

CONCRETE PAVEMENT CURING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Curing of Portland cement concrete paving.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for concrete curing under this Section. Include payment in unit price for Concrete Paving, Concrete Sidewalks, Curbs, and Curb and Gutters.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 171 - Standard Specifications for Sheet Materials for Curing Concrete.

B. ASTM C 309 - Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit manufacturer's product data for cover materials and liquid membrane-forming compounds.

PART 2 PRODUCTS

2.01 COVER MATERIALS FOR CURING

A. Curing materials shall conform to one of the following:

1. Polyethylene Film: Opaque pigmented white film conforming to requirements of ASTM C 171.

2. Waterproofed Paper: Paper conforming to requirements of ASTM C 171.

3. Cotton Mats: Single layer of cotton filler completely enclosed in cover of cotton cloth. Mats shall contain not less than 3/4 of a pound of uniformly distributed cotton filler per square yard of mat. Cotton cloth used for covering materials shall weigh not less than 6 ounces per square yard. Mats shall be stitched so that mat will contact surface of pavement at all points when saturated with water.

2.02 LIQUID MEMBRANE-FORMING COMPOUNDS

A. Liquid membrane-forming compounds shall conform to ASTM C 309. Membrane shall restrict loss of water to not more than 0.55 kg/m^2 of surface in 72 hours.

PART 3 EXECUTION

3.01 CURING REQUIREMENT

A. Concrete pavement shall be cured by protecting it against loss of moisture for period of not less than 72 hours immediately upon completion of finishing operations. Do not use membrane curing for concrete pavement to be overlaid by asphaltic concrete.

B. Failure to provide sufficient cover material shall be cause for immediate suspension of concreting operations.

3.02 POLYETHYLENE FILM CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, apply water in the form of a fine spray. Cover surface with polyethylene film so film will remain in direct contact with surface during specified curing period.

B. Cover entire surface and both edges of pavement slab. Joints in film sheets shall overlap minimum of 12 inches. Immediately repair tears or holes occurring during curing period by placing acceptable moisture-proof patches or by replacing.

3.03 WATERPROOFED PAPER CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, apply water in form of fine spray. Cover surface with waterproofed paper so paper will remain in direct contact with surface during specified curing period.

B. Prepare waterproofed paper to form blankets of sufficient width to cover entire surface and both edges of pavement slab, and not be more than 60 feet in length. Joints in blankets caused by joining paper sheets shall lap not less than 5 inches and shall be securely sealed with asphalt cement having melting point of approximately 180 degrees F. Place blankets to secure an overlap of at least 12 inches. Tears or holes appearing in paper during curing period shall be immediately repaired by cementing patches over defects.

3.04 COTTON MAT CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, completely cover surface with cotton mats, thoroughly saturated before application, in such manner that they will contact surface of pavement equally at all points.

B. Mats shall remain on pavement for specified curing period. Keep mats saturated so that, when lightly compressed, water will drip freely from them. Keep banked earth or cotton mat covering edges saturated.

3.05 LIQUID MEMBRANE-FORMING COMPOUNDS

A. Immediately after finishing surface, and after concrete has taken its initial set, apply liquid membrane-forming compound in accordance with manufacturer's instructions.

END OF SECTION

Section 02756

COLD MILLING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section Includes: Process of removing all or portions of existing asphalt pavement to remove distressed pavement, restore cross-section, improve profile, restore clearances, or improve drainage.

B. Related Sections: Refer to following sections for related work:
1. Section 02221 "Removing Existing Pavements and Structures."
2. Section 02741 "Asphalt Concrete Pavement."
3. Section 02740 "Asphalt Overlay and Base Repair"

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for milling is on square yard basis. Separate pay items re used for each different required thickness of pavement.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

1.03 DEFINITIONS

A. Excessive Grooving: Variation in milled surface in excess of 1 inch (25 mm) from high point to low point across width of surface milled by each pass of milling machine

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Milling Machine: Specially designed and built for milling of bituminous pavements without addition of heat, and ability to plane Portland cement concrete patches in bituminous pavements.

a. Cutting Drum: Minimum 60 inches (1.5 m) wide, and equipped with carbide-tipped butting teeth placed in variable lacing pattern to produce desired finish.

b. Capable of being operated at speeds from 0 to 40 feet (0 to 12 m) per minute, self-propelled, and capable of spraying water at cutting drum to minimize dust while maintaining enclosed cutting area.

c. Capable of removing material next to gutter of pavement being reconditioned, and designed to enable operator at all times to observe milling operation without leaving controls.

d. Adjustable for slope and depth, capable of accurately controlling profile grades and cross slopes within tolerance of plus or minus one inch (25 mm). Equipment shall control profile grades by using either independent grade control or minimum 40 foot (12 m) external reference, and shall also have cross slope elevation controls.

e. Provide smaller machine if required to trim areas inaccessible to larger machine at manholes, gate valve covers, curb returns, and intersections.
   i. Cutting Drum: Minimum 12-inch (305 mm) width, mounted on chassis, and ability to be positioned without interrupting traffic or pedestrian flow.
   ii. Additional equipment may be necessary to remove pavement if areas listed above are inaccessible with 12-inch (305 mm) cutting drum.

f. Milling equipment shall be equipped with means to effectively limit amount of dust escaping from milling operation.

PART 3 EXECUTION

3.01 PREPARATION

A. Traffic Signal Loop Detectors: Before cold milling pavement within 300 feet (90 m) of traffic signal, notify Sandia Delegated Representative (SDR) at least 3 working days prior to commencing Work within area.

a. Upon notification, SDR will coordinate marking location of existing loop detectors.

b. Do not cold mill within 12 inches (305 mm) of loop detector conductors.

c. Damage to existing loop caused by milling operation will require replacement of loops in their entirety at Contractor's expense.

3.02 PROCEDURE

A. General: Cold mill existing pavement surface to depth, width, and grade as indicated in Contract documents, or as directed by SDR. Surface of pavement after milling shall be uniformly rough grooved or ridged as directed by SDR.

B. Cold Milling of Pavement surfaces: Thickness of pavement removal shall be described as nominal thickness, with ranges as follows:
   a. Nominal 3/4-inch (19.1 mm) Cut: 3/4 inch (19.1 mm) average of cuts ranging from 0 to 1-1/2 inches (0 to 38.1 mm).

   b. Nominal 1-inch (25 mm) Cut: 1 inch (25 mm) average of cuts ranging from 0 to 2 inches (0 to 51 mm).

   c. Nominal 1-1/2-inch (38.1 mm) Cut: 1-1/2 inch (38.1 mm) average of cuts ranging from 0 to 3 inches (0 to 76 mm)

   d. Nominal 2-inch (51 mm) Cut: 2 inch (51 mm) average of cuts ranging from 0 to 4 inches (0 to 102 mm).

C. Loosened Material: During milling operation, sweep street with mechanical equipment and remove loosened material from site until completion of removal work.

   a. Follow no closer than 50 feet (15 m) behind milling machine, unless otherwise directed by SDR, to remove millings or sweep loosened material.

D. Pavement Transitions: In areas where cold milling is done, but will not be paved within 1 week, overlay with 2-foot (610-mm) minimum width of asphalt concrete pavement transition adjacent to gutters, cross gutters, and structures, and at existing transverse joint lines.

E. Pavement transition may be omitted when vertical offset between milled surface and adjacent riding asphalt surface is less than 3/8 inch (9.5 mm).

F. Tolerances: When 10 foot (3 m) straight edge is laid on finished surface parallel to centerline of roadway, surface shall not vary from edge of straightedge more than 3/8 inch (9.5 mm), except at intersections or any changes of grade.

a. Adjust to established depth in increments of 1 inch (25 mm) or less.
b. Excessive grooving by cold milling will not be permitted.

3.03 CLEANING

A. Keep premises free from accumulations of waste materials, rubbish, and other debris resulting from work. Remove cold milled material from pavement surface, and transport to salvage or disposal areas provided by SDR.

a. Remove and transport demolished material to comply with requirements of Section 02221 "Removing Existing Pavements and Structures".

b. Remove tools, construction equipment and machinery, and surplus materials.

c. Restore to their original condition portions of site not designated for alteration by Contract documents, unless completion of Work is directly affected. of work.

END OF SECTION

Division 3
Concrete

Section 03211

REINFORCING STEEL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Structural concrete reinforcement and grouting of reinforcement dowel bars into hardened concrete.

1.02 UNIT PRICES

A. No separate payment will be made for reinforcing steel or grouting that is part of the Work as bid. Include payment in unit price for structural concrete.

B. Measurement for reinforcing steel installed as extra work is on a per-pound basis.

C. Refer to Section 01270 - Measurement and Payment for unit price procedures.

1.03 REFERENCES

A. ACI 315 - Details and Detailing of Concrete Reinforcement.

B. ACI 318 - Building Code Requirements for Reinforced Concrete.

C. ASTM A 36 - Standard Specification for Structural Steel.

D. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

E. ASTM A 185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

F. ASTM A 497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.

G. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

H. ASTM A 675 - Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties.

I. ASTM A 775/A 775M - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

J. ASTM C 881 - Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

K. AWS D 1.4 - Structural Welding Code - Reinforcing Steel.

L. WRI - Manual of Standard Practice for Welded Wire Fabric.

M. CRSI MSP-1 - Manual of Standard Practice.

1.04 SUBMITTALS

A. Conform to Section 01330 – Submittal Procedures.
B. Shop Drawings:

1. Submit shop drawings detailing reinforcement fabrication, bar placement location, splices, spacing, bar designation, bar type, length, size, bending, number of bars, bar support type and other pertinent information, including dimensions. Provide sufficient detail for placement of reinforcement without use of Contract Drawings. Information shall correspond directly to data listed on bill of materials.

2. Use of reproductions of Contract Drawings by Contractor, Subcontractor, erector, fabricator or material supplier in preparation of shop drawings (or in lieu of preparation of shop drawings) signifies acceptance by that party of information shown thereon as correct, and acceptance of obligation to pay for any job expense, real or implied, arising due to errors that may occur thereon. Remove references to Design Engineer, including seals, when reproductions of Contract Drawings are used as shop drawings.

3. Detail shop drawings in accordance with ACI 315, Figure 6.

4. Submit shop drawings showing location of proposed additional construction joints as required under Section 03351 - Joints in Concrete Structures, and obtain approval of Engineer, prior to submitting reinforcing steel shop drawings.

C. Bill of Materials: Submit with shop drawings.

D. Product Data:

1. Mechanical Bar Splices: Submit manufacturer's technical literature, including specifications and installation instructions.

2. Epoxy grout proposed for anchoring reinforcing dowels to hardened concrete: Submit manufacturer's technical literature including recommended installation procedures.

E. Certificates:

1. Submit steel manufacturer's certificates of mill tests giving properties of steel proposed for use. List manufacturer's test number, heat number, chemical analysis, yield point, tensile strength and percentage of elongation. Identify proposed location of steel in work.

2. Foreign-manufactured reinforcing bars shall be tested for conformance to ASTM requirements by a certified independent testing laboratory located in United States. Certification from any other source is not acceptable. Submit test reports for review. Do not begin fabrication of reinforcement until material has been approved.

1.05 HANDLING AND STORAGE

A. Store steel reinforcement above ground on platforms, skids or other supports. Protect reinforcing from mechanical injury, surface deterioration and formation of excessive, loose or flaky rust caused by exposure to weather. Protect epoxy-coated reinforcing from formation of any amount of rust.

1.06 QUALITY ASSURANCE

A. Notify Resident Project Representative at least 48 hours before concrete placement so that reinforcement may be inspected, and errors corrected, without delaying Work.

PART 2 PRODUCTS

2.01 MATERIAL

A. Reinforcing Bars: Deformed bars conforming to ASTM A 615, grade as indicated on Drawings, except column spirals and those shown on Drawings to be smooth bars. Where grade is not shown on Drawings, use Grade 60.

B. Smooth Bars: Where indicated on Drawings, use smooth bars conforming to ASTM A 36; ASTM A 615, Grade 60; or ASTM A 675, Grade 70.

C. Column Spirals: Bars conforming to ASTM A 615, Grade 60, or wire conforming to ASTM A 82.

D. Epoxy-Coated Deformed Bars, Column Spirals and Smooth Bars: Conform to ASTM A 775/A 775M.

E. Welded Wire Fabric:

1. Welded Smooth Wire Fabric: Conform to ASTM A 185.

2. Welded Deformed Wire Fabric: Conform to ASTM A 497.

3. Provide wire size, type and spacing as shown. Where type is not shown on Drawings, use welded smooth wire fabric.

4. Furnish welded wire fabric in flat sheets only.

F. Tie Wire: 16-1/2 gage or heavier annealed steel wire. Use plastic-coated tie wire with epoxy-coated reinforcing steel.

G. Bar Supports: Provide chairs, riser bars, ties and other accessories made of plastic or metal, except as otherwise specified. Use bar supports and accessories of sizes required to provide required concrete cover. Where concrete surfaces are exposed to weather, water or wastewater, provide plastic accessories only; do not use galvanized or plastic-tipped metal in such locations. Provide metal bar supports and accessories rated Class 1 or 2 conforming to CRSI MSP-1 Manual of Standard Practice. Use epoxy-coated bar supports with epoxy-coated reinforcing bars.

H. Slabs on Grade: Provide chairs with sheet metal bases or provide precast concrete bar supports 3 inches wide, 6 inches long, and thick enough to allow required cover. Embed tie wires in 3-inch by 6-inch side.

I. Mechanical Bar Splices:

1. Conform to ACI 318; use where indicated on Drawings.

   a. Compression splices shall develop ultimate stress of reinforcing bar.

   b. Tension splices shall develop 125 percent of minimum yield point stress of reinforcing bar.

2. Regardless of chemical composition of steel, any heat effect shall not adversely affect performance of reinforcing bar.

J. Welded Splices:

1. Provide welded splices where shown and where approved by the Engineer. Welded splices of reinforcing steel shall develop a tensile strength exceeding 125 percent of the yield strength of the reinforcing bars connected.

2. Provide materials for welded splices conforming to AWS D1.4.

K. Epoxy Grout: High-strength rigid epoxy adhesive, conforming to ASTM C 881, Type IV, manufactured for purpose of anchoring dowels into hardened concrete and the moisture condition, application temperature and orientation of the hole to be filled. Unless otherwise shown, depth of embedment shall be as required to develop the full tensile strength (125 percent of yield strength) of dowel, but not less than 12 diameters.

2.02 FABRICATION

A. Bending: Fabricate bars to shapes indicated on Drawings by cold bending. Bends shall conform to minimum bend diameters specified in ACI 318. Do not straighten or rebend bars. Fabricate epoxy-coated reinforcing steel to required shapes in a manner that will not damage epoxy coating. Repair any damaged epoxy coating with patching material conforming to Item 4.4 of ASTM A 775/A 775M.

B. Splices:

1. Locate splices as indicated on Drawings. Do not locate splices at other locations without approval of Engineer. Use minimum number of splices located at points of minimum stress. Stagger splices in adjacent bars.

2. Length of lap splices: As shown on Drawings.

3. Prepare ends of bars at mechanical splices in accordance with splice manufacturer's requirements.

C. Construction Joints: Unless otherwise shown, continue reinforcing through construction joints.

D. Bar Fabrication Tolerances: Conform to tolerances listed in ACI 315, Figures 4 and 5.

E. Standard Hooks: Conform to the requirements of ACI 318.

F. Marking: Clearly mark bars with waterproof tags showing number of bars, size, mark, length and yield strength. Mark steel with same designation as member in which it occurs.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Clean reinforcement of scale, loose or flaky rust and other foreign material, including oil, mud or coating that will reduce bond to concrete.

3.02 INSTALLATION

A. Placement Tolerances: Place reinforcement within tolerances of Table 03210A at the end of this Section. Bend tie wire away from forms to maintain the specified concrete coverage.

B. Interferences: Maintain 2-inch clearance from embedded items. Where reinforcing interferes with location of other reinforcing steel, conduit or embedded items, bars may be moved within specified tolerances or one bar diameter, whichever is greater. Where greater movement of bars is required to avoid interference, notify Engineer. Do not cut reinforcement to install inserts, conduit, mechanical openings or other items without approval of Engineer.

C. Concrete Cover: Provide clear cover measured from reinforcement to face of concrete as listed in Table 03210B at the end of this Section, unless otherwise indicated on Drawings.

D. Placement in Forms: Use spacers, chairs, wire ties and other accessory items necessary to

assemble, space and support reinforcing properly. Provide accessories of sufficient number, size and strength to prevent deflection or displacement of reinforcement due to construction loads or concrete placement. Use appropriate accessories to position and support bolts, anchors and other embedded items. Tie reinforcing bars at each intersection, and to accessories. Blocking reinforcement with concrete or masonry is prohibited.

E. Placement for Concrete on Ground: Support bar and wire reinforcement on chairs with sheet metal bases or precast concrete blocks spaced at approximately 3 feet on centers each way. Use minimum of one support for each 9 square feet. Tie supports to reinforcing bars and wires.

F. Vertical Reinforcement in Columns: Offset vertical bars by at least one bar diameter at splices. Provide accurate templates for column dowels to ensure proper placement.

G. Splices:

1. Do not splice bars, except at locations indicated on Drawings or reviewed shop drawings, without approval of Engineer.

2. Lap Splices: Unless otherwise shown or noted, Class B, conforming to ACI 318-89, Section 12.15.1. Tie securely with wire prior to concrete placement, to prevent displacement of splices during concrete placement.

3. Mechanical Bar Splices: Use only where indicated on Drawings or approved by the Engineer. Install in accordance with manufacturer's instructions.

   a. Couplers located at a joint face shall be of a type which can be set either flush or recessed from the face as shown. Seal couplers prior to concrete placement to completely eliminate concrete or cement paste from entering.

   b. Couplers intended for future connections: Recess 1/2 inch minimum from concrete surface. After concrete is placed, plug coupler and fill recess with sealant to prevent contact with water or other corrosive materials.

   c. Unless noted otherwise, match mechanical coupler spacing and capacity to that shown for the adjacent reinforcing.

H. Construction Joints: Place reinforcing continuous through construction joints, unless noted otherwise.

I. Welded Wire Fabric: Install wire fabric in as long lengths as practicable. Unless otherwise indicated on Drawings, lap adjoining pieces at least 6 inches or one full mesh plus 2 inches, whichever is larger. Lace splices with wire. Do not make end laps midway between supporting beams, or directly over beams of continuous structures. Offset end laps in adjacent widths to prevent continuous laps. Conform to WRI - Manual of Standard Practice for Welded Wire Fabric.

J. Field Bending: Shape reinforcing bent during construction operations to conform to Drawings. Bars shall be cold-bent; do not heat bars. Closely inspect reinforcing for breaks. When reinforcing is damaged, replace, Cadweld, or otherwise repair, as directed by Engineer. Do not bend reinforcement after it is embedded in concrete.

K. Epoxy-coated Reinforcing Steel: Install in accordance with Paragraph 3.02J, Field Bending, and in a manner that will not damage epoxy coating. Repair damaged epoxy coating with patching material as specified in Paragraph 2.02A, Bending.

L. Field Cutting: Cut reinforcing bars by shearing or sawing. Do not cut bars with cutting torch.

M. Welding of reinforcing bars is prohibited, except where shown on Drawings.

3.03 GROUTING OF REINFORCING AND DOWEL BARS

A. Use epoxy grout for anchoring reinforcing and dowel steel to existing concrete in accordance with epoxy manufacturer's instructions. Drill hole not more than 1/4 inch larger than steel bar diameter (including height of deformations for deformed bars) in existing concrete. Just before installation of steel, blow hole clean of all debris using compressed air. Partially fill hole with epoxy, using enough epoxy so when steel bar is inserted, epoxy grout will completely fill hole around bar. Dip end of steel bar in epoxy and twist bar while inserting into partially-filled hole.

Table 03210A
REINFORCEMENT PLACEMENT TOLERANCES

PLACEMENT	TOLERANCE IN INCHES
Clear Distance -	
To formed soffit:	-1/4
To other formed surfaces:	"1/4
Minimum spacing between bars:	-1/4
Clear distance from unformed surface to top reinforcement -	
Members 8 inches deep or less:	"1/4
Members more than 8 inches deep but less than 24 inches deep:	
Members 24 inches deep or greater:	-1/4, +1/2
Uniform spacing of bars (but the required number of bars shall not be reduced):	-1/4, +1
Uniform spacing of stirrups and ties (but the required number of stirrups and ties shall not be reduced):	"2
	"1
Longitudinal locations of bends and ends of reinforcement -	
General:	"2
Discontinuous ends of members:	"1/2
Length of bar laps:	-1-1/2
Embedded length -	
For bar sizes No. 3 through 11:	-1
For bar sizes No. 14 and 18:	-2

Table 03210B
MINIMUM CONCRETE COVER FOR REINFORCEMENT

SURFACE	MINIMUM COVER IN INCHES
Slabs and Joists -	
Top and bottom bars for dry conditions -	
No. 14 and No. 18 bars:	1-1/2

SURFACE	MINIMUM COVER IN INCHES
No. 11 bars and smaller:	1
Formed concrete surfaces exposed to earth, water or weather; over, or in contact with, sewage; and for bottoms bearing on work mat, or slabs supporting earth cover -	
No. 5 bars and smaller:	1-1/2
No. 6 through No. 18 bars:	2
Beams and Columns -	
For dry conditions -	
Stirrups, spirals and ties:	1-1/2
Principal reinforcement:	2
Exposed to earth, water, sewage or weather -	
Stirrups and ties:	2
Principal reinforcement:	2-1/2
Walls -	
For dry conditions -	
No. 11 bars and smaller:	1
No. 14 and No. 18 bars:	1-1/2
Formed concrete surfaces exposed to earth, water, sewage or weather, or in contact with ground -	
Circular tanks with ring tension:	2
All others:	2
Footings and Base Slabs -	
At formed surfaces and bottoms bearing on concrete work mat:	
At unformed surfaces and bottoms in contact with earth:	2
Over top of piles:	3
Top of footings -- same as slabs	2

SECTION 03315

CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cast-in-place concrete work for utility construction or rehabilitation, such as slabs on grade, small vaults, site-cast bases for precast units, and in-place liners for manhole rehabilitation.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No payment will be made for concrete for utility construction under this Section. Include cost in applicable utility structure.

2. Obtain services of and pay for certified testing laboratory to prepare design mixes.

3. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 REFERENCES

A. ACI 117 - Standard Tolerances for Concrete Construction and Materials.

B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.

C. ACI 302.1R - Guide for Concrete Floor and Slab Construction.

D. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete.

E. ACI 308 - Standard Practice for Curing Concrete.

F. ACI 309R - Guide for Consolidation of Concrete.

G. ACI 311 - Guide for Concrete Plant Inspection and Field Testing of Ready-Mix Concrete.

H. ACI 315 - Details and Detailing of Concrete Reinforcement.

I. ACI 318 - Building Code Requirements for Reinforced Concrete and Commentary.

J. ACI 544 - Guide for Specifying, Mixing, Placing, and Finishing Steel Fiber Reinforced Concrete.

K. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

L. ASTM A 185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

M. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

N. ASTM A 767 - Standard Specifications for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.

O. ASTM A 775 - Standard Specification for Epoxy-Coated Reinforcing Steel Bars.

P. ASTM A 820 - Standard Specification for Steel Fibers for Fiber-Reinforced Concrete.

Q. ASTM A 884 - Specification for Epoxy-Coated Steel Wire and Welded Wire Fabric for Reinforcement.

R. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

S. ASTM C 33 - Standard Specification for Concrete Aggregates.

T. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

U. ASTM C 42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

V. ASTM C 94 - Standard Specification for Ready-Mixed Concrete.

W. ASTM C 138 - Standard Test Method for Unit Weight Yield and Air Content (Gravimetric) of Concrete.

X. ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.

Y. ASTM C 150 - Standard Specification for Portland Cement.

Z. ASTM C 172 - Standard Practice for Sampling Freshly Mixed Concrete.

AA. ASTM C 173 - Standard Test Method for Air Content of Freshly Mixed Concrete by Volumetric Method.

AB. ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

AC. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.

AD. ASTM C 309 - Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete.

AE. ASTM C 494 - Standard Specification for Chemical Admixtures for Concrete.

AF. ASTM C 595 - Standard Specification for Blended Hydraulic Cements.

AG. ASTM C 685 - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.

AH. ASTM C 1064 - Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.

AI. ASTM C 1077 - Standard Practice for Laboratory Testing of Concrete and Concrete Aggregate for Use in Construction and Criteria for Laboratory Evaluation.

AJ. CRSI MSP-1 - Manual of Standard Practice.

AK. CRSI - Placing Reinforcing Bars.

AL. Federal Specification SS-S-210A - Sealing Compound, Preformed Plastic, for Expansion Joints and Pipe Joints

AM. NRMCA - Concrete Plant Standards.

1.04 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit proposed mix design and test data for each type and strength of concrete in Work.

C. Submit laboratory reports prepared by independent testing laboratory stating that materials used comply with requirements of this Section.

D. Submit manufacturer's mill certificates for reinforcing steel. Provide specimens for testing when required by Engineer.

E. Submit certification from concrete supplier that materials and equipment used to produce and deliver concrete comply with this Specification.

F. Submit shop drawings showing reinforcement type, quantity, size, length, location, spacing, bending, splicing, support, fabrication details, and other pertinent information.

G. For waterstops, submit product information sufficient to indicate compliance with this Section, including manufacturer's descriptive literature and specifications.

1.05 HANDLING AND STORAGE

A. Cement: Store cement off of ground in well-ventilated, weatherproof building.

B. Aggregate: Prevent mixture of foreign materials with aggregate and preserve gradation of aggregate.

C. Reinforcing Steel: Store reinforcing steel to protect it from mechanical injury and formation of rust. Protect epoxy-coated steel from damage to coating.

PART 2 P R O D U C T S

2.01 CONCRETE MATERIALS

A. Cementitious Material:

1. Portland Cement: ASTM C 150, Type II, unless use of Type III is authorized by Engineer; or ASTM C 595, Type IP. For concrete in contact with sewage use Type II cement.

2. When aggregates are potentially reactive with alkalis in cement, use cement not exceeding 0.6 percent alkali content in form of Na2O + 0.658K20.

B. Water: Clean, free from harmful amounts of oils, acids, alkalis, or other deleterious substances, and meeting requirements of ASTM C 94.

C. Aggregate:

1. Coarse Aggregate: ASTM C 33. Unless otherwise indicated, use following ASTM standard sizes: No. 357 or No. 467; No. 57 or No. 67, No. 7. Maximum size: Not larger than 1/5 of narrowest dimension between sides of forms, nor larger than 3/4 of minimum clear spacing between reinforcing bars.

2. Fine Aggregate: ASTM C 33.

3. Determine potential reactivity of fine and coarse aggregate in accordance with Appendix to ASTM C 33.

D. Air Entraining Admixtures: ASTM C 260.

E. Chemical Admixtures:

1. Water Reducers: ASTM C 494, Type A.

2. Water Reducing Retarders: ASTM 494, Type D.

3. High Range Water Reducers (Superplasticizers): ASTM C 494, Types F and G.

F. Prohibited Admixtures: Admixtures containing calcium chloride, thiocyanate, or materials that contribute free chloride ions in excess of 0.1 percent by weight of cement.

G. Reinforcing Steel:

1. Use new billet steel bars conforming to ASTM A 615, ASTM A 767, or ASTM A 775, grade 40 or grade 60, as shown on Drawings. Use deformed bars except where smooth bars are specified. When placed in work, keep steel free of dirt, scale, loose or flaky rust, paint, oil or other harmful materials.

2. Where shown, use welded wire fabric with wire conforming to ASTM A 185 or ASTM A884. Supply gauge and spacing shown, with longitudinal and transverse wires electrically welded together at points of intersection with welds strong enough not to be broken during handling or placing.

3. Wire: ASTM A 82. Use 16 1/2 gauge minimum for tie wire, unless otherwise indicated.

H. Fiber:

1. Fibrillated Polypropylene Fiber:

a. Addition Rate: 1.5 pounds of fiber per cubic yard of concrete.

b. Physical Properties:

1. Material: Polypropylene

2. Length: 1/2 inch or graded

3. Specific Gravity: 0.9l

c. Acceptable Manufacturer: W. R. Grace Company, Fibermesh, or approved equal.

2. Steel Fiber: Comply with applicable provisions of ACI 544 and ASTM A 820.

a. Ratio: 50 to 200 pounds of fiber per cubic yard of concrete.

b. Physical Properties

1. Material: Steel

2. Aspect Ratio (for fiber lengths of 0.5 to 2.5 inch, length divided by diameter or equivalent diameter): 30:1 to 100:1

3. Specific Gravity: 7.8

4. Tensile Strength: 40-400 ksi.

5. Young's Modulus: 29,000 ksi

6. Minimum Average Tensile Strength: 50,000 psi

7. Bending Requirements: Withstand bending around 0.125-inch diameter mandrel to angle of 90 degrees, at temperatures not less than 60 degrees F, without breaking

I. Curing Compounds: Type 2 white-pigmented liquid membrane-forming compounds conforming to ASTM C 309.

2.02 FORM WORK MATERIALS

A. Lumber and Plywood: Seasoned and of good quality, free from loose or unsound knots, knot holes, twists, shakes, decay and other imperfections which would affect strength or impair finished surface of concrete. Use S4S lumber for facing or sheathing. Forms for bottoms of caps: At least 2 inch (nominal) lumber or 3/4 inch form plywood backed adequately to prevent misalignment. For general use, provide lumber of 1-inch nominal thickness or form plywood of approved thickness.

B. Form work for Exposed Concrete Indicated to Receive Rubbed Finish: Form or form-lining surfaces free of irregularities; plywood of 1/4 inch minimum thickness, preferably oiled at mill.

C. Chamfer Strips and Similar Moldings: Redwood, cypress, or pine that will not split when nailed and which can be maintained to true line. Use mill-cut molding dressed on all faces.

D. Form Ties: Metal or fiberglass of approved type with tie holes not larger than 7/8 inch in diameter. Do not use wire ties or snap ties.

E. Metal Forms: Clean and in good condition, free from dents and rust, grease, or other foreign materials that tend to disfigure or discolor concrete in gauge and condition capable of supporting concrete and construction loads without significant distortion. Countersink bolt and rivet heads on facing sides. Use only metal forms which present smooth surface and which line up properly.

2.03 PRODUCTION METHODS

A. Use either ready-mixed concrete conforming to requirements of ASTM C 94, or concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685.

2.04 MEASUREMENT OF MATERIALS

A. Measure dry materials by weight, except volumetric proportioning may be used when concrete is batched and mixed in accordance with ASTM C 685.

B. Measure water and liquid admixtures by volume.

2.05 DESIGN MIX

A. Use design mixes prepared by certified testing laboratory in accordance with ASTM C 1077 and conforming to requirements of this section.

B. Proportion concrete materials based on ACI 211.1 to comply with durability and strength requirements of ACI 318, Chapters 4 and 5, and this specification. Prepare mix design of Class A concrete so minimum cementitious content is 564 pounds per cubic yard. Submit concrete mix designs to Engineer for review.

C. Proportioning on basis of field experience or trial mixtures in accordance with requirements at Section 5.3 of ACI 318 may be used, when approved by Engineer.

D. Classification:

Class	Cement Sks Per CY	Minimum Strength, psi (MPa)		Maximum W/C Ratio[1]	Air Entrain.
		28 Days	7 Days		
A	5.0 (280 kg/m^3)	3000 (20.6)	2100 (14.5)	0.6	Yes
B	4.0 (225 kg/m^3)	2000 (13.8)	1400 (9.7)	0.6	No
C	6.0 (335 kg/m^3)	3600(24.8)	2520 (17.4)	0.45	Yes
D	4.5 (252 kg/m^3)	2500 (17.2)	1750 (12.1)	0.6	No
H	6.0 (335 kg/m^3)	As indicated	As Indicated	0.45	Yes
I	5.5 (308 kg/m^3)	3500 (24.1)	2450 (16.9)	0.45	Yes
J	2.0 (112 kg/m^3)	800 (5.5)	560 (3.9)	N/A	No
S	6.0 (335 kg/m^3)	4000 (27.6)	2800 (19.3)	0.45	Yes

E. Add steel or polypropylene fibers only when called for on Drawings or in another section of these Specifications.

F. Determine air content in accordance with ASTM C 138, ASTM C 173 or ASTM C 231.

G. Use of Concrete Classes: Use classes of concrete as indicated on Drawings and other Specifications. Use Class B for unreinforced concrete used for plugging pipes, seal slabs, thrust blocks, trench dams, tunnel inverts and concrete fill unless indicated otherwise. Use Class A for all other applications.

2.06 PVC WATERSTOPS

A. Extrude from virgin polyvinyl chloride elastomer. Use no reclaimed or scrap material. Submit waterstop manufacturer's current test reports and manufacturer's written certification that material furnished meets or exceeds Corps of Engineers Specification CRD-C572 and other specified requirements.

B. Flat Strip and Center-Bulb Waterstops:

1. Thickness: not less than 3/8 inch

2. Acceptable Manufacturers:

a. Kirkhill Rubber Co., Brea, California

b. Water Seals, Inc., Chicago, Illinois

c. Progress Unlimited, Inc., New York, New York

d. Greenstreak Plastic Products Co., St. Louis, Missouri

e. Approved equal.

PART 3 EXECUTION

3.01 FORMS AND SHORING

A. Provide mortar-tight forms sufficient in strength to prevent bulging between supports. Set and maintain forms to lines designated such that finished dimensions of structures are within tolerances specified in ACI 117. Construct forms to permit removal without damage to concrete. Forms may be given slight draft to permit ease of removal. Provide adequate clean out openings. Before placing concrete, remove extraneous matter from within forms.

B. Install rigid shoring having no excessive settlement or deformation. Use sound timber in shoring centering. Shim to adjust and tighten shoring with hardwood timber wedges.

C. Design Loads for Horizontal Surfaces of Forms and Shoring: Minimum fluid pressure, 175 pounds per cubic foot; live load, 50 pounds per square foot. Maximum unit stresses: 125 percent of allowable stresses used for form materials and for design of support structures.

D. Back form work with sufficient number of studs and wales to prevent deflection.

E. Re-oil or lacquer liner on job before using. Facing may be constructed of 3/4 inch plywood made with waterproof adhesive backed by adequate studs and wales. In such cases, form lining will not be required.

F. Unless otherwise indicated, form outside corners and edges with triangular 3/4 inch chamfer strips (measured on sides).

G. Remove metal form ties to depth of at least 3/4 inch from surface of concrete. Do not burn off ties. Do not use pipe spreaders. Remove spreaders which are separate from forms as concrete is being placed.

H. Treat facing of forms with approved form coating before concrete is placed. When directed by Engineer, treat both sides of face forms with coating. Apply coating before reinforcement is placed. Immediately before concrete is placed, wet surface of forms which will come in contact with concrete.

3.02 PLACING REINFORCEMENT

A. Place reinforcing steel accurately in accordance with approved Drawings. Secure steel adequately in position in forms to prevent misalignment. Maintain reinforcing steel in place using approved concrete and hot-dip galvanized metal chairs and spacers. Place reinforcing steel in accordance with CRSI Publication "Placing Reinforcing Bars." Request inspection of reinforcing steel by Engineer and obtain acceptance before concrete is placed.

B. Minimum spacing center-to-center of parallel bars: 2 1/2 times nominal bar diameter. Minimum cover measured from surface of concrete to face of reinforcing bar unless shown otherwise on Drawings: 3 inches for surfaces cast against soil or subgrade, 2 inches for other surfaces.

C. Detail bars in accordance with ACI 315. Fabricate reinforcing steel in accordance with CRSI Publication MSP-1, "Manual of Standard Practice." Bend reinforcing steel to required shape while steel is cold. Excessive irregularities in bending will be cause for rejection.

D. Do not splice bars without written approval of Engineer. Approved bar bending schedules or placing drawings constitute written approval. Splice and development length of bars shall conform to ACI 318, Chapters 7 and 12, and as shown on Drawings. Stagger splices or locate at points of low tensile stress.

3.03 EMBEDDED ITEMS

A. Install conduit and piping as shown on Drawings. Accurately locate and securely fasten conduit, piping, and other embedded items in forms.

B. Install waterstops as specified in other sections and according to manufacturer's instructions. Securely position waterstops at joints as indicated on Drawings. Protect waterstops from damage or displacement during concrete placing operations.

3.04 BATCHING, MIXING AND DELIVERY OF CONCRETE

A. Measure, batch, mix, and deliver ready-mixed concrete in accordance with ASTM C 94, Sections 8 through 11. Produce ready-mixed concrete using automatic batching system as described in NRMCA Concrete Plant Standards, Part 2 - Plant Control Systems.

B. Measure, mix and deliver concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685, Sections 6 though 8.

C. Maintain concrete workability without segregation of material and excessive bleeding. Obtain approval of Engineer before adjustment and change of mix proportions.

D. Ready-mixed concrete delivered to site shall be accompanied by batch tickets providing information required by ASTM C 94, Section 16. Concrete produced by continuous mixing shall be accompanied by batch tickets providing information required by ASTM C 685, Section 14.

E. When adverse weather conditions affect quality of concrete, postpone concrete placement. Do not mix concrete when air temperature is at or below 40 degrees F and falling. Concrete may be mixed when temperature is 35 degrees F and rising. Take temperature readings in shade, away from artificial heat. Protect concrete from temperatures below 32 degrees F until concrete has cured for minimum of 3 days at 70 degrees F or 5 days at 50 degrees F.

F. Clean, maintain and operate equipment so that it thoroughly mixes material as required.

G. Hand-mix only when approved by Engineer.

3.05 PLACING CONCRETE

A. Give sufficient advance notice to Engineer (at least 24 hours prior to commencement of operations) to permit inspection of forms, reinforcing steel, embedded items and other preparations for placing concrete. Place no concrete prior to Engineer's approval.

B. Schedule concrete placing to permit completion of finishing operations in daylight hours. However, when necessary to continue after daylight hours, light site as required. When rainfall occurs after placing operations are started, provide covering to protect work.

C. Use troughs, pipes and chutes lined with approved metal or synthetic material in placing concrete so that concrete ingredients are not separated. Keep chutes, troughs and pipes clean and free from coatings of hardened concrete. Allow no aluminum material to be in contact with concrete.

D. Limit free fall of concrete to 4 feet. Do not deposit large quantities of concrete at one location so that running or working concrete along forms is required. Do not jar forms after concrete has taken initial set; do not place strain on projecting reinforcement or anchor bolts.

E. Use tremies for placing concrete in walls and similar narrow or restricted locations. Use tremies made in sections, or provide in several lengths, so that outlet may be adjusted to proper height during placing operations.

F. Place concrete in continuous horizontal layers approximately 12 inches thick. Place each layer while layer below is still plastic.

G. Compact each layer of concrete with concrete spading implements and mechanical vibrators of approved type and adequate number for size of placement. When immersion vibrators cannot be used, use form vibrators. Apply vibrators to concrete immediately after depositing. Move vibrator

vertically through layer of concrete just placed and several inches into plastic layer below. Do not penetrate or disturb layers previously placed which have partially set. Do not use vibrators to aid lateral flow concrete. Closely supervise consolidation to ensure uniform insertion and duration of immersion.

H. Handling and Placing Concrete: Conform to ACI 302.1R, ACI 304R and ACI 309R.

3.06 WATERSTOPS

A. Embed waterstops in concrete across joints as shown. Waterstops shall be continuous for extent of joint; make splices necessary to provide continuity in accordance with manufacturer's instructions. Support and protect waterstops during construction operations; repair or replace waterstops damaged during construction.

B. Install waterstops in concrete on one side of joints, leaving other side exposed until next pour. When waterstop will remain exposed for 2 days or more, shade and protect exposed waterstop from direct rays of sun during entire exposure and until exposed portion of waterstop is embedded in concrete.

3.07 CONSTRUCTION JOINTS

A. Definitions:

1. Construction joint: Contact surface between plastic (fresh) concrete and concrete that has attained initial set.

2. Monolithic: Manner of concrete placement to reduce or eliminate construction joints; joints other than those indicated on Drawings will not be permitted without written approval of Engineer. Where so approved, make additional construction joints with details equivalent to those indicated for joints in similar locations.

3. Preparation for Construction Joints: Roughen surface of concrete previously placed, leaving some aggregate particles exposed. Remove laitance and loose materials by sandblasting or high-pressure water blasting. Keep surface wet for several hours prior to placing of plastic concrete.

3.08 CURING

A. Comply with ACI 308. Cure by preventing loss of moisture, rapid temperature change and mechanical injury for period of 7 curing days when Type II or IP cement has been used and for 3 curing days when Type III cement has been used. Start curing as soon as free water has disappeared from concrete surface after placing and finishing. A curing day is any calendar day in which temperature is above 50 degrees F for at least 19 hours. Colder days may be counted when air temperature adjacent to concrete is maintained above 50 degrees F. In continued cold weather, when artificial heat is not provided, removal of forms and shoring may be permitted at end of calendar days equal to twice required number of curing days. However, leave soffit forms and shores in place until concrete has reached specified 28 day strength, unless directed otherwise by Engineer.

B. Cure formed surfaces not requiring rubbed-finished surface by leaving forms in place for full curing period. Keep wood forms wet during curing period. Add water as needed for other types of forms. Or, at Contractor's option, forms may be removed after 2 days and curing compound applied.

C. Rubbed Finish:

1. At formed surfaces requiring rubbed finish, remove forms as soon as practicable without damaging surface.

2. After rubbed-finish operations are complete, continue curing formed surfaces by using either approved curing/sealing compounds or moist cotton mats until normal curing period is complete.

D. Unformed Surfaces: Cure by membrane curing compound method.

1. After concrete has received final finish and surplus water sheen has disappeared, immediately seal surface with uniform coating of approved curing compound, applied at rate of coverage recommended by manufacturer or as directed by Engineer. Do not apply less than 1 gallon per 180 square feet of area. Provide satisfactory means to properly control and check rate of application of compound.

2. Thoroughly agitate compound during use and apply by means of approved mechanical power pressure sprayers equipped with atomizing nozzles. For application on small miscellaneous items, hand-powered spray equipment may be used. Prevent loss of compound between nozzle and concrete surface during spraying operations.

3. Do not apply compound to dry surface. When concrete surface has become dry, thoroughly moisten surface immediately prior to application. At locations where coating shows discontinuities, pinholes or other defects, or when rain falls on newly coated surface before film has dried sufficiently to resist damage, apply additional coat of compound at specified rate of coverage.

3.09 REMOVAL OF FORMS AND SHORING

A. Remove forms from surfaces requiring rubbing only as rapidly as rubbing operation progresses. Remove forms from vertical surfaces not requiring rubbed-finish when concrete has aged for required number of curing days. When curing compound is used, do not remove forms before 2 days after concrete placement.

B. Leave soffit forms and shores in place until concrete has reached specified 28-day strength, unless directed otherwise by Engineer.

3.10 DEFECTIVE WORK

A. Immediately repair defective work discovered after forms have been removed. When concrete surface is bulged, uneven, or shows excess honeycombing or form marks which cannot be repaired satisfactorily through patching, remove and replace entire section.

3.11 FINISHING

A. Patch honeycomb, minor defects and form tie holes in concrete surfaces with cement mortar mixed one part cement to two parts fine aggregate. Repair defects by cutting out unsatisfactory material and replacing with new concrete, securely keyed and bonded to existing concrete. Finish to make junctures between patches and existing concrete as inconspicuous as possible. Use stiff mixture and thoroughly tamp into place. After each patch has stiffened sufficiently to allow for greatest portion of shrinkage, strike off mortar flush with surface.

B. Apply rubbed finish to exposed surfaces of formed concrete structures as noted on Drawings. After pointing has set sufficiently, wet surface with brush and perform first surface rubbing with No. 16 carborundum stone, or approved equal. Rub sufficiently to bring surface to paste, to remove form marks and projections, and to produce smooth, dense surface. Add cement to form surface paste as necessary. Spread or brush material, which has been ground to paste, uniformly over surface and allow to reset. In preparation for final acceptance, clean surfaces and perform final finish rubbing with No. 30 carborundum stone or approved equal. After rubbing, allow paste on surface to reset; then wash surface with clean water. Leave structure with clean, neat and uniform-appearing finish.

C. Apply wood float finish to concrete slabs.

3.12 FIELD QUALITY CONTROL

A. Testing shall be performed under provisions of Section 01454 - Testing Laboratory Services.

B. Unless otherwise directed by Engineer, following minimum testing of concrete is required. Testing shall be performed by qualified individuals employed by approved independent testing agency, and conform to requirements of ASTM C 1077.

1. Take concrete samples in accordance with ASTM C 172.

2. Make one set of four compression test specimens for each mix design at least once per day and for each 150 cubic yards or fraction thereof. Make, cure and test specimens in accordance with ASTM C 31 and ASTM C 39.

3. When taking compression test specimens, test each sample for slump according to ASTM C 143, for temperature according to ASTM C 1064, for air content according to ASTM C 231, and for unit weight according to ASTM C 138.

4. Inspect, sample and test concrete in accordance with ASTM C 94, Section 13, 14, and 15,and ACI 311-5R.

C. Test Cores: Conform to ASTM C 42.

D. Testing High Early Strength Concrete: When Type III cement is used in concrete, specified 7 day and 28 day compressive strengths shall be applicable at 3 and 7 days, respectively.

E. If 7-day or 3-day test strengths (as applicable for type of cement being used) fail to meet established strength requirements, extended curing or resumed curing on those portions of structure represented by test specimens may be required. When additional curing fails to produce required strength, strengthening or replacement of portions of structure which fail to develop required strength may be required by Engineer, at no additional cost to Owner.

3.13 PROTECTION

A. Protect concrete against damage until final acceptance by Owner.

B. Protect fresh concrete from damage due to rain, hail, sleet, or snow. Provide protection while concrete is still plastic, and whenever precipitation is imminent or occurring.

C. Do not backfill around concrete structures or subject them to design loadings until components of structure needed to resist loading are complete and have reached specified 28 day compressive strength, except as authorized otherwise by Engineer.

END OF SECTION

EXHIBIT "B"

BID PAGE

Hidalgo County
Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to:
Spanish Palms Subdivision
Bid No.: 2015-256-08-12-MSS

SCOPE OF WORK DESCRIPTION:
Paving and Drainage improvements to Spanish Palms Subdivision

BID PRICE: $ 197,309.00

BIDDER/COMPANY NAME: 2GS, LLC

ADDRESS: P.O. Box 595

CITY/STATE/ZIP CODE: Penitas, Texas 78576

PHONE & FAX NO.'S: (956) 424-3414 / (956) 683-6149

CELLULAR #: (956) 607-4448

AUTHORIZED SIGNATURE:

PRINTED NAME: Humberto Garcia Jr.

TITLE: Member

OPENED 3:05 PM 8-12-15

Witnessed

BID FOR UNIT PRICE CONTRACTS

PLACE Hidalgo County Pct.1
DATE August 12, 2015
PROJECT NO. 2015-256-08-12-MSS

Proposal of 2GS, LLC (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: Limited Liability Company.

TO the **Hidalgo County – Precinct No. 1** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Spanish Palms Subdivision having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 150 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of $500.00 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

_____

_____

*Insert corporation, partnership or individual as applicable.
Bidder agrees to perform all of the Paving & Drainage Improvements work described in the specifications and shown on plans, for the following unit prices:

ITEM NO.	ITEM DESCRIPTION		UNIT	UNIT QTY.	UNIT PRICE IN FIGURES (1)	TOTAL FIGURES
	General Project					
1-1	Mobilization, Bonds and Insurance (not to exceed 3% of Total Bid) and project signage.		LS	1	7,000.00	7,000.00
1-2	Preparation of Right of Way.		LS	1	30,000.00	30,000.00
1-3	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.		LS	1	3,000.00	3,000.00
					Total General Project	40,000.00
	Spanish Palms Subdivision Road Paving and Drainage Improvements					
2-1	Remove & Dispose of existing curb & gutter according to the specifications; complete in place.		LS	1	6,500.00	6,500.00
2-2	Prime Coat (MC-30) (0.2 GAL/SY), according to the plans and specifications; complete in place.		GAL	1379	4.00	5,516.00
2-3	8-inch Scarify Existing Caliche Base and Asphalt; re-compact salvaged material for flex-base (8-inch compacted thickness) to a width of 28-ft (additional caliche to be included on this bid item) according to the plans and specifications complete in place.		SY	8055	4.50	36,247.50
2-4	8-inch Scarify, Lime Stabilize (3%) and compact Sub-Grade according to the plans and specifications complete in place.		SY	8055	5.50	44,302.50
2-5	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place.		SY	503	40.00	20,120.00
2-6	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place.		SY	440	16.00	7,040.00
2-7	4-inch Concrete Rip Rap according to the plans and specifications; complete in place.		SY	84	40.00	3,360.00
2-8	Connect to Existing Grate Inlets according to the plans and specifications; complete in place.		EA	4	550.00	2,200.00
2-9	Furnish and Install Type 'M' Junction Box w/ Manhole Enclosure according to the plans and specifications; complete in place.		EA	1	2,500.00	2,500.00
2-10	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place.		LF	1175	12.00	14,100.00
2-11	Furnish and Install 18-inch HPP according to the plans and specifications; complete in place.		LF	192	14.00	2,688.00
2-12	Furnish and Install Biodegradable Log according to the plans and specifications; complete in place.		LF	247	4.00	988.00
2-13	Remove and Dispose Biodegradable Log according to the plans and specifications; complete in place.		LF	247	1.00	247.00

2-14	Fertilizer, Vegetative Watering an Seeding according to the plans and specifications; complete in place.		LS	1	11,500.00	11,500.00
		Spanish Palms Subdivision Road Paving and Drainage Improvements				157,309.00
					Total Base Bid	**$197,309.00**

ALTERNATE NO. 1

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT QTY.	UNIT PRICE IN FIGURES (1)	TOTAL FIGURES
	Alternate Bid				
2-2	Place 11/2-inch Hot Mix Asphalt Concrete Type "D" (11/2-inch compacted thickness) to a width of 24-ft according to the plans and specifications; complete in place.	SY	6895	9.00	62,055.00
				Total Alternate Bid	

TOTAL BASE BID + ALTERNATE BID: $ 259,364.00

(words) two hundred fifty-nine thousand three hundred sixty-four dollars and zero cents

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of

$ 5% of Amount Bid .

($ 5% of Amount Bid) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted:

By: _____ Member
(Title)

P.O. Box 595, Penitas, Texas 78576
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

OPENED 3:05 PM 8/1

Witnessed

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2015

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: NORMA PEREZ PHONE (A/C, No, Ext): (956)781-6663 FAX (A/C, No): (956)702-7556 E-MAIL ADDRESS: nperez@vip-ins.net
INSURED: 2GS, LLC PO BOX 595 Penitas TX 78576-	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Technology Insurance Co., Inc. — 16691 INSURER B : Technology Insurance Co., Inc. INSURER C : Great American Specialty E & S 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	WPP124419300	02/21/2015	02/21/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	WPP124419300	02/21/2015	02/21/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			XS3718448	04/10/2015	04/10/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF-0001234244	02/21/2015	02/21/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractor's Equipment			WPP124419300	02/21/2015	02/21/2016	Limit Leased/Rented Deductible	483,777 250,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hidalgo County Pct. No.1- Paving & Drainage Improvements to: Spanish Palms Subdivision
Project No: 2015-256-08-12-MSS

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUSINESS 281
EDINBURG TX 78539-

CANCELLATION

AI 014058

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 J Young

Fax: ( ) -

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SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 09/24/2015

PRODUCER

San Juan Insurance Agency
DBA Valley Ins Providers
PO Drawer 3783
McAllen TX 78502
(956) 781-6663

APPLICANT NAME AND MAILING ADDRESS

2GS, LLC
PO BOX 595
Penitas TX 78576-
(956)424-3414

CLIENT ID 8124

POLICY WPP124419300 06/30/2015 to 02/21/2016

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2002	FORD	F150	1FTNW21F82ED57063		
2009	CHEVY	1/2 T	3GCEC23009G191447		30,000
2000	FRONTAINE	LOWBOY	4LF4S5239Y3510427		
1984	CHEVY	WATER TRK	1GBM7D1G3EV120065		
1980	MACK	DUMP TRUCK	RWS786LST52722		
2012	CHEVY	P/U	1GC1KXCG1CF222427		46,000
2001	VOLVO	VNL	4V4NC9TJ41N312871		
2005	FORD	F350	1FDWF36P55EC16267		24,675
2007	CHEVY	P/U	1GCHC33D17F176752		
2001	FORD	F250	1FTNW20L31EB97261		
2004	DODGE	1/2 T	1D7HL38K04S782009		
2001	INTL	4400	1HSSDAAN4IH340873		
2004	Ford	Pick up	1FTYR10DX4PA75240		
2015	FORD	F350	1FT8W3BT2FEB93208		60,000
2012	FORD	F250	1FT7W2BT3CED07346		
2004	FORD	PICKUP	1FTRF12WX4NC67216		
1998	Ford	water trk	1FDNF70JXWVA00083		
2015	Ford	F-150	1FTEW1EF9FFC52536		62,763.62

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

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.

_____
Authorized Representative

August 12, 2015
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.
3. Certificates: HUB 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

August 12th, 2015.
Date

2GS, LLC.
Company

P.O. Box 595.
Address

Peñitas, Texas 78576.
City, State, Zip

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

70 2015 02636526

Instrument Number: 2015-2636526
As
Recording

Recorded On: August 11, 2015

Billable Pages: 1

Number of Pages: 2

Parties:

To

Comment: CIQ

** Examined and Charged as Follows: **

Recording	26.00
Total Recording:	26.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2015-2636526
Receipt Number: 1541612
Recorded Date/Time: August 11, 2015 08:31A

User / Station: T Rivera - Cash Station 01

Record and Return To:
2GS LLC
ORIGINAL RETURNED TO CUSTOMER
PENITAS TX 78576

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

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 aaware 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
2636536

1 **Name of person who has a business relationship with local governmental entity.**

2GS, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Humberto Garcia Jr. — August 10, 2015

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Humberto Garcia Jr., 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: _____ Member

Subscribed and sworn to before me this 12th day of Aug, 2015.

_____
Notary Public

JOSE L. SAENZ
My Commission Expires
November 12, 2015

My commission expires: NOVEMBER, 2015

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: Humberto Garcia Jr.

Title: Member

Telephone Number: (956) 424-3414

Date: August 12, 2015

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

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 Member, of

2GS, LLC, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit 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 or 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 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 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) _____

Member
(Title)

Subscribed and sworn to before me this 12th day of August, 2015.

_____
NOTARY PUBLIC
(Title)

NOTARY PUBLIC STATE OF TEXAS
JANE L. SAENZ
My Commission Expires
November 12, 2015

My Commission expires Nov. 12, 2015

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 C

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) Humberto Garcia Jr., Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 45-4338911 **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** 1/20/2012 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ✓ Service Organization ____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Humberto Garcia Jr., Member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☑ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☑ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☑ Yes ☐ No

Indicate Certification No.(s): 1454338911900 **or are Certificate(s) attached?:** ☑ Yes ☐ No

What type of product(s) is/are solicited by your company?: Paving and Underground Utility Infrastructure Improvements

Would you like to be provided with specifications for procurements of such products?: ☑ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☑ Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☑ Other 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?: 0 %
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

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//cmbl/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

HUB
Statewide Historically Underutilized Business Program

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 A. Gibson

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/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

CONSTRUCTION CONTRACT
#C-15-256-08-25

This Agreement entered into this **25th** day of, **August 2015** by and between **Hidalgo County** (hereinafter called the "OWNER") and **2GS, LLC** (a Limited Liability Company) of **Peñitas,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements 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:

PROJECT NAME: **Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Spanish Palms Subdivision**

PROJECT No.: **2015-256-08-12-MSS**

PROJECT DESCRIPTION: **Paving and Drainage Improvements to: Spanish Palms Subdivision**

heinafter called the project, for the sum of **($259,364.00) – Two hundred fifty-nine thousand three hundred sixty-four dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **LeFevre Engineering & Management Consulting, LLC** and as enumerated in Paragraph 1 of the Supplemental 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 a written "Notice to Proceed" of the OWNER and to fully complete the project within **(150) One hundred and fifty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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 Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents 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: August 25th, 2015.

CONTRACTOR: _____
Print Name & Title: Humberto Garcia Jr.
Name of Firm: 2GS, LLC
Address: P.O. Box 595
Penitas, Texas 78576
Federal I.D./S.S.: 45-4338911

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the 9th day of September, 20 15,
by Humberto Garcia Jr., Member of and on behalf of 2GS, LLC.
(Title) (a corporation) (a partnership) (an individual)

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Jose L. Saenz
Notary Public - Signature

APPROVED AS TO FORM
Atlas, Hall , L.L.P.
BY: _____

SIGN HERE

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
2GS, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. BOX 595

Requester's name and address (optional)

City, state, and ZIP code
PENITAS, 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
			–			–				

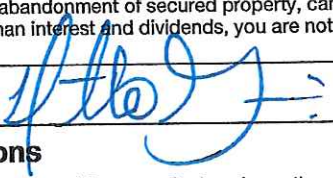
Employer identification number
4	5	–	4	3	3	8	9	1	1

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 ▶ August 12, 2015

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.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 20, 2012 Date Incorporated: January 20, 2012

Office Number: 956-424-3414 Fax Number: 956-683-6149

Number of years in business under present name: 3 years

Type of work performed by your company: Paving and Underground Civil Utility Infrastructure

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: Hidago County Urban County Program

Address: 427 E. Duranta Ave., Suite 107, Alamo, Texas 78576

Ph/Fx Number: (956) 787-8127 Email: monica.leal@co.hidalgo.tx.us

Scope of Work Description: City of Progreso - Street Improvements

Date Completed: July 2013 Total Cost: $485,155

****

2. Owner: La Joya ISD

Address: 201 E. Expressway 83, La Joya, Texas 78560

Ph/Fx Number: (956) 580-8868 Email: d.garza9@lajoyaisd.net - Daniel Garza

Scope of Work Description: Paving & Drainage Improvements to Elementary Schools

Date Completed: January 2014 Total Cost: $687,000

****

3. Owner: Hidalgo County Pct. #2

Address: 1304 S. 25th Street, Edinburg, Texas 78539

Ph/Fx Number: 956-318-2626 Email: raul.sesin@hcdd1.org

Scope of Work Description: Little Mexico Subd. and S. Tower Estates Paving Improvements & Drainage Improvements

Date Completed: October 2013 Total Cost: $468,569

****

4. Owner: Hidalgo County Pct.#2

Address: 1304 S. 25th Street, Edinburg, Texas 78539

Ph/Fx Number: 956-318-2626 Email: raul.sesin@co.hidalgo.tx.us

Scope of Work Description: McColl Road Overlay & Curb & Gutter Improvements

Date Completed: August 2013 Total Cost: $408,758

****

5. 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: Street Reconstruction & Drainage Improvements

Date Completed: October 2014 Total Cost: $863,094

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Hidalgo County Pct.#1 - Sioux Road Paving & Drainage - $ 740,819

Mission CISD Tracks Improvements - $811,900

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

   None

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 11th day of August, 2015.

2GS, LLC

By _____

Title Member

Subscribed and sworn to me this 12th day of August, 2015.

By: Jose L. Saenz

Notary Public in and for Hidalgo County, Texas

My commission expires Nov. 12, 2015

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Spanish Palms Subdivision"

BID No. -2015-256-08-12-MSS

SUBMITTAL CHECK LIST

The following list of forms must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form.

_____ Exhibit "E" –Proposers Affidavit

_____ Certification Regarding Debarment

_____ Vendor Bidder Application and IRS form W-9

_____ STATEMENT OF CREDENTIALS

_____ **One (1) original and three (3) copies of complete Response, including any other documentation requested in this RFB not herein listed (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).**

Name:_____

Signature: _____ Date: _____

Statutory Payment Bond Pursuant to Chapter 2253 Of The Texas Government Code (Public Work) (Penalty of this Bond must be 100% of Contract Amount)

Bond# 65BCSGY6865

KNOW ALL MEN BY THESE PRESENTS, That 2GS, LLC

hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee), in the amount of Two Hundred Fifty Nine Thousand Three Hundred Sixty Four and no/100*** **Dollars ($** 259,364.00 **)**

for the payment of 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 25th day of August, 2015 for

Hidalgo County Precinct No. 1- Paving & Drainage Improvements to : Spanish Palms Subdivision

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 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitation of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder,

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day August 31st, 2015

of

Witness Jose Saenz

2GS, LLC

By: Humberto Garcia, Jr

Witness Phil Young

Hartford Fire Insurance Company

By: Andy Alvarez Attorney-In-Fact

Statutory Performance Bond Pursuant to Chapter 2253
Of The Texas Government Code
(Public Work)
(Penalty of this Bond must be 100% of Contract Amount) Bond# 65BCSGY6865

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(hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

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Dollars ($ 259,364.00** **)**

for the payment whereof the said Principal and Surety bind themselves and heir 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 25th day of August, 2015 for

Hidalgo County Precinct No. 1 - Paving & Drainage Improvements to : Spanish Palms Subdivision

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 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day August 31st, 2015

of

Witness Jose Saenz

2GS, LLC

By: _____

Humberto Garcia, Jr.

Witness Phil Young

Hartford Fire Insurance Company

By: _____

Andy Alvarez, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 31st, 2015
Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

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 Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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The Associated General Contractors of America

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American Society of Civil Engineers
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TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8

ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 10
2.07 *Initial Acceptance of Schedules* 10

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 14

ARTICLE 5 - BONDS AND INSURANCE 15
5.01 *Performance, Payment, and Other Bonds* 15
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *CONTRACTOR's Liability Insurance* 15
5.05 *OWNER's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 18
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 18
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 19
6.03 *Services, Materials, and Equipment* 19
6.04 *Progress Schedule* 19
6.05 *Substitutes and "Or-Equals"* 19
6.06 Concerning Subcontractors, Suppliers, and Others *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 *Cash Allowances* 32
11.03 *Unit Price Work* 33

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 33
12.01 *Change of Contract Price* 33
12.02 *Change of Contract Times* 34
12.03 *Delays Beyond CONTRACTOR's Control* 34
12.04 *Delays Within CONTRACTOR's Control* 34
1205 Delays Beyond OWNER's and CONTRACTOR'S Control *34*
12.06 *Delay Damages* 34

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 34
13.01 *Notice of Defects* 34
13.02 *Access to Work* 34
13.03 *Tests and Inspections* 35
13.04 *Uncovering Work* 35
13.05 *OWNER May Stop the Work* 35
13.06 *Correction or Removal of Defective Work* 36
13.07 *Correction Period* 36
13.08 *Acceptance of Defective Work* 36
13.09 *OWNER May Correct Defective Work* 36

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 37
14.01 *Schedule of Values* 37
14.02 *Progress Payments* 37
14.03 *CONTRACTOR's Warranty of Title* 38
14.04 *Substantial Completion* 39
14.05 *Partial Utilization* 39
14.06 *Final Inspection* 39
14.07 *Final Payment* 40
14.08 *Final Completion Delayed* 40
14.09 *Waiver of Claims* 41

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 41
15.01 OWNER May Suspend Work 41
15.02 *OWNER May Terminate for Cause* 41
15.03 *OWNER May Terminate For Convenience* 41
15.04 *CONTRACTOR May Stop Work or Terminate* 42

ARTICLE 16 - DISPUTE RESOLUTION 42
16.01 *Methods and Procedures* 42

ARTICLE 17 - MISCELLANEOUS 43
17.01 *Giving Notice* 43
17.02 *Computation of Times* 43
17.03 *Cumulative Remedies* 43
17.04 *Survival of Obligations* 43
17.05 *Controlling Law* 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 adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

General Decision Number: TX150008 01/02/2015 TX8

Superseded General Decision Number: TX20140008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	

Excavator, 50,000 lbs or less.....$ 12.56

Excavator, over 50,000 lbs..$ 15.23

Foundation Drill, Truck Mounted.....$ 16.86

Front End Loader Operator, Over 3 CY.....$ 13.69

Front End Loader, 3 CY or less.....$ 13.49

Loader/Backhoe.....$ 12.77

Mechanic.....$ 15.47

Milling Machine.....$ 14.64

Motor Grader Operator, Rough.....$ 14.62

Motor Grader, Fine Grade....$ 16.52

Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER

Lowboy-Float.....$ 13.63

Single Axle.....$ 10.82

Single or Tandem Axle Dump..$ 14.53

Tandem Axle Tractor with Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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

Sect. Name
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: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.
Source: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

29 CFR 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.

29 CFR 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 types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, 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 directly 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 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 instrumentalities 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 instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

29 CFR 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 this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, ``Statement of Compliance", or on an identical form on the back of WH 347, ``Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 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 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each 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.
(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

29 CFR 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, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;
(2) It is either:
(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
(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 Sec. 516.25(a) of this title shall be kept.
(k) Any deduction for the cost of safety equipment of nominal value 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

29 CFR 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 Sec. 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.

29 CFR 3.7 - Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 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 Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, 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.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

29 CFR 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 Sec. 3.6; and shall notify the applicant in writing of his decision.

29 CFR 3.9 - Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

29 CFR 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.

29 CFR 3.11 - Regulations part of contract.

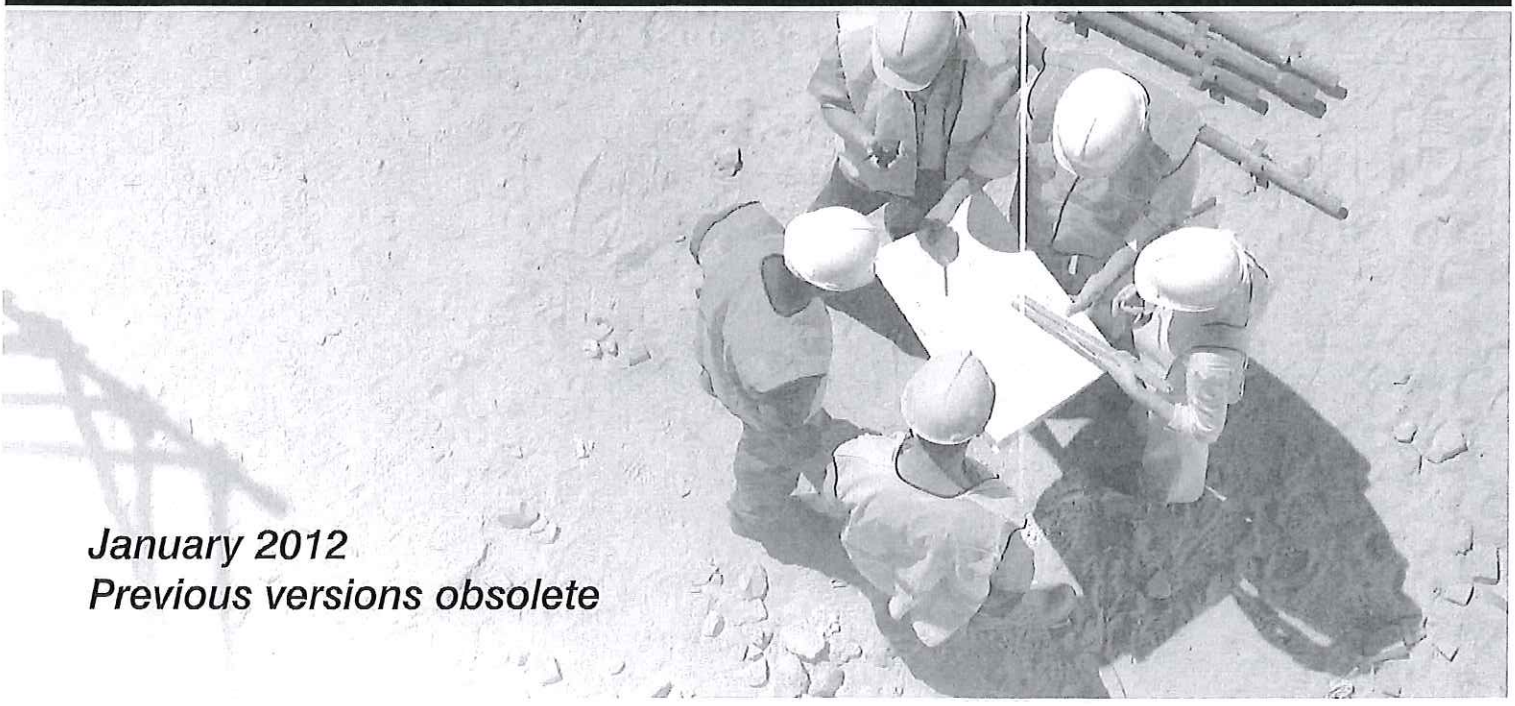
All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

TABLE OF CONTENTS

INTRODUCTION i

CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES 1-1

1-1 DAVIS-BACON AND OTHER LABOR LAWS 1-1
a. The Davis-Bacon Act (DBA) 1-1
b. The Contract Work Hours and Safety Standards Act (CWHSSA) 1-1
c. The Copeland Act (Anti-Kickback Act) 1-2
d. The Fair Labor Standards Act (FLSA) 1-2
1-2 DAVIS-BACON REGULATIONS 1-2
1-3 CONSTRUCTION CONTRACT PROVISIONS 1-2
1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR 1-3
1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR 1-4

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS 2-1

SECTION - I THE BASICS

2-1 THE WAGE DECISION 2-1
a. The work classifications and wage rates 2-1
b. Posting the wage decision 2-2
2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES 2-2
a. Additional classification rules 2-2
b. Making the request 2-3
c. HUD review 2-3
d. DOL decision 2-3
2-3 CERTIFIED PAYROLL REPORTS 2-4
a. Payroll formats 2-4
b. Payroll certifications 2-4
c. "No work" payrolls 2-4
d. Payroll review and submission 2-5
e. Payroll retention 2-5
f. Payroll inspection 2-5
2-4 DAVIS-BACON DEFINITIONS 2-5
a. Laborer or mechanic 2-5
b. Employee 2-6
c. Apprentices and trainees 2-6
d. Prevailing wages or wage rates 2-7
e. Fringe benefits 2-7
f. Overtime 2-7
g. Deductions 2-8
h. Proper designation of trade 2-8
i. Site of work 2-8

SECTION - II REPORTING REQUIREMENT

2-5 COMPLETING A PAYROLL REPORT 2-9
a. Project and contractor/subcontractor information 2-9
b. Employee information 2-9
c. Work classification 2-9
d. Hours worked 2-10
e. Rate of pay 2-10
f. Gross wages earned 2-10
g. Deductions 2-11
h. Net pay 2-11
i. Statement of compliance 2-11
j. Signature 2-11

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS 2-12
a. On-site interviews 2-12
b. Project payroll reviews 2-12
2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS 2-12
a. Inadequate payroll information 2-12
b. Missing identification numbers 2-12
c. Incomplete payrolls 2-13
d. Classifications 2-13
e. Wage Rates 2-13
f. Apprentices and trainees 2-13
g. Overtime 2-13
h. Computations 2-13
i. Deductions 2-13
j. Fringe benefits 2-14
k. Signature 2-14
l. On-site interview comparisons 2-14
m. Correction certified payroll 2-14
2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES 2-14
a. Notification 2-14
b. Computing wage restitution 2-15
c. Correction certified payrolls 2-15
d. Review of correction CPR 2-15
e. Unfound workers 2-15

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS 3-1

3-1 INTRODUCTION 3-1
3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES 3-1
a. Additional classifications and wage rates 3-1
b. Findings of underpayment 3-2
3-3 WITHHOLDING 3-2
3-4 DEPOSITS AND ESCROWS 3-3
3-5 ADMINISTRATIVE SANCTIONS 3-4
a. DOL debarment 3-4
b. HUD sanctions 3-4
3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS 3-5

APPENDICIES

ACRONYMS AND SYMBOLS A-1
DAVIS-BACON - RELATED WEB SITES* A-2
HUD-4720, Project Wage Rate Sheet A-3
WH-347, Payroll Form/Statement of Compliance A-4

CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

> You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

> DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
> www.dol.gov/whd/forms/wh347.pdf

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

> If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

   1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

   The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/ prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/ or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

Project Name:	Wage Decision Number/Modification Number:
Project Number:	Project County:

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		$
Bricklayers			$	Group #	BHR	Total Wage
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	Operators Fringe Benefits:		$
Plumbers			$	Group #	BHR	Total Wage
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Workers			$			$
Tapers			$			$
Tile Setters			$	Truck Drivers Fringe Benefits:		$
Other Classifications				Group #	BHR	Total Wage
			$			
			$			
			$			

Additional Classifications (HUD Form 4230-A)					
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			$		
			$		
			$		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

MONTHLY EMPLOYMENT UTILIZATION REPORT

TO: _____
Name of City/County

FROM: _____
Name of Construction Contractor

NAME OF PROJECT:
_____

_____
Address of Contractor

PROJECT NUMBER:
_____

_____
Phone No. of Contractor

REPORTING PERIOD:
_____

PERCENTAGE OF PROJECT COMPLETION: _____

CLASSIFICATION	WORK HOURS OF EMPLOYMENT									
	TOTAL	BLACK	HISPANIC	ASIAN/ PACIFIC	FEMALE	HANDICAPPED	VIETNAM VETERAN	LOW INCOME SEC. 3 RESIDENT	TEMP	FULL-TIME
CRAFTWORKER Permanent										
CRAFTWORKER New Employee										
LABORER Permanent										
LABORER New Employee										
APPRENTICE Permanent										
APPRENTICE New Employee										
TOTALS										

Number of Minority Employees on Project _____
Number of Female Employees on Project _____
Number of Low Income/Section 3 Residents on Project _____
Number of Handicapped Employees on Project _____
Number of Vietnam Veterans on Project _____

_____
Signature and Title of Company Official Completing Report Date Signed

PAYROLL DEDUCTION AUTHORIZATION

This is authorization to _____ to deduct from my paycheck

$_____. This for item number:

Repayment of:

1. Loan
2. Retirement
3. Advance on Wage
4. Savings
5. Savings Bonds
6. Uniforms
7. Credit Union
8. Profit Sharing
9. Donations to Agencies
10. Insurance Premiums
11. Union Dues
12. Other

*This deduction is to be made:

Check Appropriate Box	
	One time only
	Weekly
	Bi-Weekly
	For _____ weeks

Employee's Signature & Date: _____

Printed or Typed Name: _____

Project Name and No.: _____

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
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			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, 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, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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 3/4" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintaining 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.

Hidalgo County
Precinct 1

Hidalgo County
Precinct 1

COUNTY OF HIDALGO - PRECINCT NO. 1

PAVING & DRAINAGE IMPROVEMENTS TO:
SPANISH PALMS SUBDIVISION
2015-256-08-12-MSS

COUNTY OFFICIALS

COUNTY JUDGE	RAMON GARCIA
COMMISSIONER PCT. #1	A.C. CUELLAR
COMMISSIONER PCT. #2	EDDIE CANTU
COMMISSIONER PCT. #3	JOE FLORES
COMMISSIONER PCT. #4	JOSEPH PALACIOS

CONTRACTOR

ENGINEER

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Texas Registered Engineering Firm F-11722

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES — You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME — You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT — Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES — Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY — If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321(Revised April 2009)

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT
FOR LABORERS AND MECHANICS
EMPLOYED ON FEDERAL OR FEDERALLY
ASSISTED CONSTRUCTION PROJECTS

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.

Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

WHD U.S. Wage and Hour Division

DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

Equal Employment Opportunity is
THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN
Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES
Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS
The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION
Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX
In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES
Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

La igualdad de oportunidades de empleo es

LA LEY

Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

DISCAPACIDAD
Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

EDAD
La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

SEXO (SALARIOS)
Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

GENÉTICA
El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

REPRESALIAS
Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una cargo por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN
Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en www.eeoc.gov o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en www.eeoc.gov.

Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA
El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

PERSONAS CON DISCAPACIDADES
La Sección 503 de la Ley de Rehabilitación *(Rehabilitation Act)* de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS
La Ley de Asistencia a la Readaptación de Veteranos de Vietnam *(Vietnam Era Veterans' Readjustment Assistance Act)* de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados (en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

REPRESALIAS
Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs*, OFCCP) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

Programas o actividades que reciben asistencia financiera federal

RAZA, COLOR, PROCEDENCIA, SEXO
Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciban asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

PERSONAS CON DISCAPACIDADES
La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Wage and Hour Division

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WHD Publication 1420 Revised January 2009

EMPLOYEE RIGHTS
UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

FEDERAL MINIMUM WAGE
$7.25 PER HOUR
BEGINNING JULY 24, 2009

OVERTIME PAY

At least 1½ times your regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

No more than
- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

TIP CREDIT

Employers of "tipped employees" must pay a cash wage of at least $2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least $2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

ENFORCEMENT

The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to $1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to $11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to $50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to $100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid $4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1088 (Revised July 2009)

DERECHOS DEL EMPLEADO
BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIO MÍNIMO FEDERAL
$7.25 POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

PAGO DE SOBRETIEMPO

Por lo menos tiempo y medio (1½) de su tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

EMPLEO DE MENORES DE EDAD

El empleado ha de tener por lo menos **16** años de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18** años para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14** y **15** años de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

No más de
- **3** horas en un día escolar o **18** horas en una semana escolar;
- **8** horas en un día no escolar o **40** horas en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche.** Se aplican reglas distintas al empleo agrícola.

CRÉDITO POR PROPINAS

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos $2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos $2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

CUMPLIMIENTO

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les puede imponer penas pecuniarias civiles de hasta $1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempo y hasta $11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta $50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas avaluaciones, hasta $100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohíbe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempo.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de $4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.

Para información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

What if it appears that an entity is not complying with Section 3?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

They can file a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)
www.hud.gov www.espanol.hud.gov

A written compliant should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought.

[redacted]

04736

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3 Economic Opportunity

A Piece of the American Dream

U.S. Department of Housing and Urban Development

Fair Housing and Equal Opportunity

April 2006
HUD-1476-FHEO Rev 2
OMB Approval Number 2529-0043 (exp. 8/31/2007)
Previous Editions are Obsolete

Section 3 Act

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

Who are Section 3 residents?

Public housing residents including persons with disabilities.

Low and very low income persons who live in the area where a HUD assisted projected is located.

What is a Section 3 business?

A section 3 business is one:

That is owned by Section 3 residents
Employs Section 3 residents or;
Subcontracts with businesses that provide opportunities to low and very low income persons.

What types of Economic Opportunities are available under Section 3?

- ✓ Jobs and Employment opportunities
- ✓ Training and Educational opportunities
- ✓ Contracts and Business opportunities

Who will provide the Economic Opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible, are provided to low and very low-income persons and to qualified Section 3 businesses. One element of that Plan is the use of a Section 3 clause which indicates that all work performed under the contract are subject to the requirements of Section 3.

Who receives Economic Opportunities under Section 3?

For training and employment:

- ✓ persons in public and assisted housing;
- ✓ persons in the affected project neighborhood;
- ✓ participants in HUD Youth-build programs;
- ✓ homeless persons.

For contracting:

- ✓ businesses which fit the definition of a Section 3 business.

How can individuals and businesses find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office.

APPENDIX TO PART 135

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

SOURCE: 59 FR 33880, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

Subpart A—General Provisions

§ 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

§ 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

§ 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects;

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds*—(i) *No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance*—(A) *Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds $200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds $200,000; and the contract or subcontract exceeds $100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of $200,000, but no contract exceeds $100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

§ 135.5 Definitions.

The terms *Department, HUD, Indian housing authority (IHA), Public housing agency (PHA),* and *Secretary* are defined in 24 CFR part 5.

Annual Contributions Contract (ACC) means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

Applicant means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

Assistant Secretary means the Assistant Secretary for Fair Housing and Equal Opportunity.

Business concern means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Business concern that provides economic opportunities for low- and very low-income persons. See definition of "section 3 business concern" in this section.

Contract. See the definition of "section 3 covered contract" in this section.

Contractor means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

Employment opportunities generated by section 3 covered assistance means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in §135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection

with section 3 covered projects (as described in §135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing authority (HA) means, collectively, public housing agency and Indian housing authority.

Housing and community development assistance means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

Housing development means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild programs mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

Indian tribes shall have the meaning given this term in 24 CFR part 571.

JTPA means the Job Training Partnership Act (29 U.S.C. 1579(a)).

Low-income person. See the definition of "section 3 resident" in this section.

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

Neighborhood area means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

New hires mean full-time employees for permanent, temporary or seasonal employment opportunities.

Nonmetropolitan county means any county outside of a metropolitan area.

Other HUD programs means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

Public housing resident has the meaning given this term in 24 CFR part 963.

Recipient means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

Section 3 clause means the contract provisions set forth in § 135.38.

Section 3 covered activity means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

Section 3 covered assistance means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 joint venture. See § 135.40. Section 3 resident means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) *A low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) *A very low-income person,* as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that

such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Section 8 assistance means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

Service area means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

Subcontractor means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

Very low-income person. See the definition of "section 3 resident" in this section.

Youthbuild programs. See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

§ 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may not be redelegated by the Assistant Secretary.

§ 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed $200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

§ 135.11 Other laws governing training, employment, and contracting.

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)*—(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A–110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A–110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a–7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in "approved apprenticeship and training programs," as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended

by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in §135.5) and their contractors and subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts.* Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations.* (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in §135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

§135.32 Responsibilities of the recipient.

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist

local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

§ 135.34 Preference for section 3 residents in training and employment opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in § 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

§ 135.36 Preference for section 3 business concerns in contracting opportunities.

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments

for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in §135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR

part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

Subpart C [Reserved]

Subpart D—Complaint and Compliance Review

§ 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging noncompliance with the regulations of this

part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in § 135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in § 135.7, which includes PHA and IHA.

§ 135.72 Cooperation in achieving compliance.

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under § 135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or otherwise ineligible status.

§ 135.74 Section 3 compliance review procedures.

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor.

Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in §135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

§ 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint*—(1) *Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.* (1) Within ten (10) days of timely filing of a complaint that contains complete

information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint.* Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the complaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution.* Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution.* The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions.* Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint.* The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited.* No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of

complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529–0043)

Subpart E—Reporting and Recordkeeping

§ 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529–0043)

§ 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise made available to the recipient or contractor.

Appendix to Part 135

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2

persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and § 905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than $25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

—the section 3 covered contract to be awarded with sufficient specificity;
—the time within which quotations must be submitted; and
—the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than $100,000	10% of that bid or $9,000.
When the lowest responsive bid is:	
At least $100,000, but less than $200,000	9% of that bid, or $16,000.
At least $200,000, but less than $300,000	8% of that bid, or $21,000.
At least $300,000, but less than $400,000	7% of that bid, or $24,000.
At least $400,000, but less than $500,000	6% of that bid, or $25,000.
At least $500,000, but less than $1 million	5% of that bid, or $40,000.
At least $1 million, but less than $2 million	4% of that bid, or $60,000.
At least $2 million, but less than $4 million	3% of that bid, or $80,000.
At least $4 million, but less than $7 million	2% of that bid, or $105,000.
$7 million or more	1½% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Subpart A—General

Sec.

146.1 Purpose of the Age Discrimination Act of 1975.
146.3 Purpose of HUD's age discrimination regulation.
146.5 Applicability of part.
146.7 Definitions.

Subpart B—Standards for Determining Age Discrimination

146.11 Scope of subpart.
146.13 Rules against age discrimination.

Subpart C—Duties of HUD Recipients

146.21 General responsibilities.
146.23 Notice of subrecipients.
146.25 Assurance of compliance and recipient assessment of age distinctions.
146.27 Information requirements.

Subpart D—Investigation, Settlement, and Enforcement Procedures

146.31 Compliance reviews.
146.33 Complaints.
146.35 Mediation.
146.37 Investigation.
146.39 Enforcement procedures.
146.41 Prohibition against intimidation or retaliation.

CERTIFICATE OF CONSTRUCTION COMPLETION

This is to certify that on the _____ day of _____, 20____ , a FINAL INSPECTION was made of the project herein described as:

CONTRACT

DATE:_____

OWNER: Precinct No. 1

CONSTRUCTION CONTRACTOR: _____ of the City of _____State of Texas.

PROJECT DESCRIPTION

CONSTRUCTION OF: Paving and Drainage Improvements to: Spanish Palms Subdivision

UCP CONTRACT NO.: 2015-256-08-12-MSS

located in or near the City/Pct. of: Hidalgo County Precinct 1, Texas

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addendum(s), change order(s), supplemental agreement(s) thereto, and with the following exceptions: None

2. That the sum of 0.00 zero ($ 0.00), 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" stating 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:	$_____
AMOUNT OF FINAL PAYMENT:	$_____

6. That the final payment in the amount _____ _____ is now due and payable.

_____
Architect/Engineer Signature

BY:_____
(Print Name)

TITLE:_____

CONCURRED BY:

_____
Contractor's Name

BY: _____

TITLE:_____

CONCURRED BY:

_____
Urban County Program

BY: Diana R. Serna

TITLE: UCP Director

CONTRACTOR'S FINAL RELEASE WAIVER OF LIENS, AND AUTHORIZATION TO DISBURSE FUNDS

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____,doing business as _____, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, **hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;"** on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated _____, among Contractor, Owner, and the County of Hidalgo, State of Texas. City of _____ hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of $_____through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property

(or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the _____ day of _____,

_____
Signature

_____
Name and Title

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the _____ day of

_____, _____, by _____, _____
(title)

of and on behalf of _____.
(a corporation) (a partnership) (an individual)

_____
Notary Public, State of Texas

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

SUB- CONTRACTOR'S FINAL RELEASE WAIVER OF LIENS, AND AUTHORIZATION TO DISBURSE FUNDS

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____,doing business as _____, hereinafter " Sub-Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, **hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;"** on account of labor, materials, supplies, equipment, or otherwise, furnished by Sub-Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated _____, among Contractor, Owner, and the County of Hidalgo, State of Texas. City of _____ hereinafter "Owner," is the owner of the Property on which Sub-Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Sub-Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Sub- Contractor further represents and warrants to Owner that following Owner's payment of $ _____through the County of Hidalgo to or on behalf of Sub-Contractor, Sub-Contractor has been paid the full amount due to Sub-Contractor under the Contract, and that Sub-Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Sub-Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Sub-Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Sub-Contractor, to establish a claim against

Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property (or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Sub-Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Sub-Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Sub-Contractor understands and agrees that this release in no way discharges Sub-Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Sub-Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Sub-Contractor.

All of the provisions of this document shall be binding on the Sub-Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the _____ day of _____,

_____
Signature

_____
Name and Title

THE STATE OF TEXAS {
{
COUNTY OF HIDALGO {

This instrument was acknowledged before me on this the _____ day of

_____, _____, by _____, _____
(title)

of and on behalf of _____.
(a corporation) (a partnership) (an individual)

_____
Notary Public, State of Texas

EXHIBIT "A"

EXHIBIT "B"

AI-51693 **Purchasing Department** **19. B. 2.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

A. Acceptance and approval of an Interlocal Cooperation Agreement [ILA] between County of Hidalgo and City of Donna for the provision of joint efforts in connection with the improvements of Victoria Rd. from Business 83 to Expressway 83; and

B. In accordance with Section 791.014-TGC, acceptance and approval of Interlocal Agreement Project: Improvements to Victoria Rd. from Business 83 to Expressway 83; whereas the County shall reconstruct the Road at County's expense as detailed in the agreement thus pursuant to the approval of the Interlocal Cooperation Agreement as stated above.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-192-0-721

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

BUDGETARY IMPACT:

Available balance as of 10-8-15 $248,198.04

From Interlocal:
County will through its own forces shall provide all labor, equipment and materials necessary for reconstruction of the Road at County's sole expense.

Attachments

MAP
COSTS
MAP
ICA

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/08/2015 11:40 AM
Budget & Management	Debbie Tamez	10/08/2015 02:35 PM

Manuel Chapa	Manuel Chapa	10/09/2015 08:55 AM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Katia Garcia Started On: 10/06/2015 04:23 PM

Final Approval Date: 10/09/2015

VICTORIA ROAD PAVING
FROM US EXPRESS W

PROPOS
SEC

SCALE: 1"=30'	CHECKED BY:
DRAWN BY:	TOPO BY:

COMMISSIONER
A.C. CUELLAR, JR.
HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

165 Feet
BEGIN PROJECT LIMITS
STA. 0+00
NORMA G. GARZA AND
FIRIO P. GARZA
SPECIAL WARRANTY DEED
No. 1986309
0.157 ACRES OUT OF A 4.07
ACRE TRACT OUT OF THE
NORTHWEST CORNER OF A 100
DONNA LIMITS
COUNTY LIMITS

Hidalgo County Purchasing Department
Fixed Asset Division
County Forces Roadway Improvement

Total Acquisiton Costs

Precinct/Dept.:	Pct. 1 Road & Bridges
For the Month of:	August 2015
Road Name & Number	Victoria Rd. Sec. C Rd. ID#1387
Square Footage:	74448
Percentage Complete:	100%

Total Material Costs:	$ 101,801.96
Total Labor Costs:	$ 19,048.26
Total Equipment Costs:	$ 66,055.00
Total Overhead Costs:	$ 1,106.70
Total Acquisition Costs:	**$ 188,011.92**

	\	74448	0.0000
			Cost per Sq. Ft

Completed by: _____
Print Name: _____
Date: _____

Hidalgo County Purchasing Department
Fixed Asset Division
County Forces Roadway Improvement

Material Costs

Precinct/Dept.:	**Pct. 1 Road & Bridges**
For the Month/Year of:	**August 2015**
Road Name & Number	**Victoria Rd. Sec. C Rd. ID#1387**
Square Footage:	**74448**
Percentage Complete:	**100%**

Type of Material	P.O. Number	Amount Paid
Striping	730532	5,303.00
SS-1 Oil	729705	10,758.60
Crushed Caliche	729610	13,013.00
Hot Mix	729609	72,727.36
	Total	**$ 101,801.96**

101,801.96	\		= #DIV/0!

Completed by: _____
Print Name: _____
Date: _____

Hidalgo County Purchasing Department
Fixed Asset Division
County Forces Roadway Improvement

Labor Costs

Precinct/Dept.:	**Pct. 1 Road & Bridges**
For the Month of:	**Aug-15**
Road Name & Number	**Victoria Rd Sec. C Rd# 1387**
Square Footage:	**74448**
Percentage Complete:	**100%**

Job Title	Hourly Rate	No. Of Hrs Worked	Total Labor Costs
J.Mojica, Crew Leader II	17.70	136	2,407.20
J. Villarreal, Maint. II	12.02	128	1,538.56
F. Suarez, Maint.II	16.92	8	135.36
I. Fuentes, Truck Driver III	13.64	106	1,445.84
J. Palomo, Maint. III	17.07	112	1,911.84
O. Salazar, Maint.I	12.06	48	578.88
S. Gil, Safety Coordinator	18.82	76	1,430.32
E. Guzman, Attendent	13.49	100	1,349.00
N. Beltran, H.E.O. I	16.92	82	1,387.44
M. Guerrero, Truck Driver I	13.18	72	948.96
G. Jasso,Maint. I	12.02	44	528.88
O. Garcia, Traffic Specialist I	13.51	8	108.08
P. Ornelas, Truck Driver III	15.10	56	845.60
R. Garcia, Truck Driver III	17.58	40	703.20
A. Reyes, Truck Driver III	14.59	42	612.78
J. Bernal, Crew Leader II	19.06	8	152.48
A. Cortez, Truck Driver II	13.82	24	331.68
		Total	**$ 16,416.10**

16,416.10	\	**74448**	=	**0.2205**

Completed by: _____

Print Name: _____

Date: _____

Hidalgo County Purchasing Department
Fixed Asset Division
County Forces Roadway Improvement

Labor Costs

Precinct/Dept.:	**Pct. 1 Road & Bridges**
For the Month of:	**Aug-15**
Road Name & Number	**Victoria Rd Sec. C Rd# 1387**
Square Footage:	**74448**
Percentage Complete:	**100%**

Job Title	Hourly Rate	No. Of Hrs Worked	Total Labor Costs
J. Montalvo, Crew Leader I	15.61	32	499.52
M. Chaves, Crew Leader II	21.63	32	692.16
J. Burgos, Traffic Control Super.	18.32	24	439.68
J. Gil, Maint. I	12.02	24	288.48
A. Lara, H.E.O.II	14.59	8	116.72
R. Rivera, H.E.O. III	14.58	32	466.56
J. Barco,Mechanic II	16.13	8	129.04
	-	0	-
	-	0	-
	-	0	-
	-	0	-
	-	0	-
	-	0	-
			-
			-
			-
			-
		Total	**$ 2,632.16**

2,632.16	\	**74448**	=	**0.0354**

Completed by: _____

Print Name: _____

Date: _____

Hidalgo County Purchasing Department
Fixed Asset Division
County Forces Roadway Improvement

Equipment Costs

Precinct/Dept.:	**Pct. 1 Road & Bridges**
For the Month of:	**August 2015**
Road Name & Number	**Victoria Rd. Sec. C Rd. ID#1387**
Square Footage:	**74448**
Percentage Complete:	**100%**

Cost Code	Equipment	Hourly Rate	No. Of Hrs Worked	Total Equip. Costs
8332	Grader	70.00	136	9,520.00
8781	Water Truck	50.00	32	1,600.00
8222	Roller	25.00	88	2,200.00
8394	Loader Wheel	52.00	56	2,912.00
8801	Pick up Truck	19.00	21	399.00
8572	Loader/Back hoe	39.00	56	2,184.00
8722	Truck Dump	60.00	682	40,920.00
8434	Paver	140.00	32	4,480.00
8222	Sheep Ft. (Unit-R-17)	25.00	56	1,400.00
8157	Sweeper, Pavement	55.00	8	440.00
				-
				-
				-
				-
				-
				-
				-
		Total		**$ 66,055.00**

66,055.00	\	**74448**	=	**0.8873**

Completed by: _____

Print Name: _____

Date: _____

Hidalgo County Purchasing Department
Fixed Asset Division
County Forces Roadway Improvement

Overhead Cost

Precinct/Dept.:	**Pct. 1 Road & Bridges**
For the Month of:	**August 2015**
Road Name & Number	**Victoria Rd. Sec. C Rd. ID#1387**
Square Footage:	**74448**
Percentage Complete:	**100%**

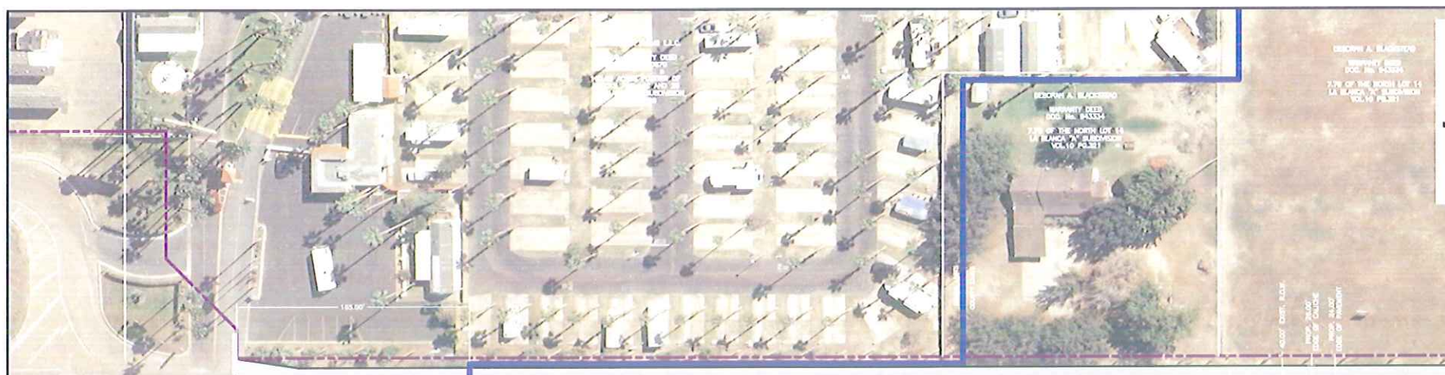
Job Title	Hourly Rate	No. Of Hrs Worked	Total Overhead Costs
J. Rios, Truck Driver II	13.89	30	416.70
Oscar Gonzales Supervisor	27.40	10	274.00
A. Sustaita, Crew Leader	20.80	20	416.00
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
		Total	**$ 1,106.70**

1,106.70	\	**74448**	=	**0.0149**

Completed by: _____

Print Name: _____

Date: _____



VICTORIA ROAD PAVING IMPROVEMENT PROJECT
FROM US EXPRESS WAY 83 TO BUSINESS 83

PROPOSED ROAD SECTION

SCALE: 1"=30'	DESIGNED: BTA	DATE: 09/28/15	
DRAWN: BTA	REVIEWED: BTA		

COMMISSIONER
A.C. CUELLAR, JR.
HIDALGO COUNTY PCT 1
IMPROVEMENT PROJECTS

HIDALGO COUNTY
PRECINCT 1
1008 Ave Stephens Ave. Ste. 101
Weslaco, TX 78599
Tel: (956) 968-0708 Fax: (956) 968-1417
www.co.hidalgo.tx.us

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ___ day of _____, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF DONNA** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Donna is a municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, County and Donna desire to memorialize their agreement to reconstruct Victoria Road from Business 83 to Expressway 83 (the "Road");

WHEREAS, the Road is a connecting link to the County's road system and 2,666.57 linear feet is within the County and 302 linear feet is within the City.

WHEREAS, City and County desire to reconstruct the Road;

WHEREAS, the reconstruction of the Road is in the best interest of the County and City; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The County shall reconstruct the Road at County's expense in accordance with the plans and specifications prepared by Raul Sesin P. E.

2. County will through its own forces shall provide all labor, equipment and materials necessary for reconstruction of the Road at County's sole expense.
3. The parties agree that City and County will each inspect and accept the Road within their respective jurisdiction prior to declaring the work completed.

4. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.

5. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein with its corporate city limits.

6. **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 their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

8. **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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

9. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Donna Attention: Irene Muñoz, Mayor 307 S. 12th St. Donna, Texas 78537
If to County:	Hidalgo County Attn: Ramon Garcia, County Judge 302 W. University Dr. Weslaco, TX 78539
With copy to:	Commissioner A.C. Cuellar, Jr., Precinct No.1 1902 Joe Stephens Avenue 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.

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

12. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns where permitted by this Agreement.

13. **Assignment**. This Agreement shall not be assignable.

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

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

16. **Authority to Execute**. The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
17. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will

pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF DONNA

By: _____
Irene Muñoz, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County and Donna desire to memorialize their agreement to reconstruct Victoria Road from Business 83 to Expressway 83.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-51470 **Purchasing Department** **19. B. 3.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor submitting the lowest and best bid [detailed in tabulation sheet contained herein & meeting specification and/or requirements] for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County Precinct No.1 - " Purchase of RAP (Recycled/Reclaimed Asphalt Pavement) Material" through project No.: 2015-264-09-09-SGS.

BACKGROUND

1. Seven (7) packets sent to Vendors
2. A Sole bid was received meeting all Specificatons/Requirements
3. Contract will commence November 26, 2015
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-121-005-0-610

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

BUDGETARY IMPACT:

Pct 1 $8,500.58 available balance as of 10/6/15

As needed basis

Attachments

Contract & Legal approval

Recommendation, tab , participation log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/30/2015 02:05 PM
Budget & Management	Veronica Ortiz	09/30/2015 04:09 PM
Manuel Chapa	Manuel Chapa	10/06/2015 02:30 PM
Manuel Chapa	Manuel Chapa	10/06/2015 02:30 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Sandy Suarez		Started On: 09/21/2015 02:39 PM

Final Approval Date: 10/09/2015

REQUIREMENTS AGREEMENT
C-15-264-10-13

THIS AGREEMENT (the "Agreement") is entered into effective as of **October 13, 2015** by and between **Frontera Materials, Inc.** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Purchase of (RAP) Recycled/Reclaimed Asphalt Pavement Material-Options I & II"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") 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 **"Purchase of (RAP) Recycled /Reclaimed Asphalt Pavement Material"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from **November 26, 2015** with ending date of **November 25, 2016** with the option to renew for an additional **one (1) year term** (If applicable) and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto and Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term under the same rates, terms, and condition.

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 Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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
304 W. University Drive
Edinburg, Texas 78539

If to Seller: **Frontera Materials**
Attn: Barry Ehlinger
P.O. Box 1449
Elsa, Texas 78543

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. Insurance. Seller 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 County certificates of such insurance coverage.

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **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 effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: Frontera Materials, Inc.
By:_____
Printed Name:_____
Title:_____
Date:_____

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 24, 2015

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
"Purchase of RAP (Recycled/Reclaimed Asphalt Pavement) Material "
RFB No: ***2015 264-09-09-SGS***

Dear Ladies/Gentlemen,

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFB procurement 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/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY PRECINCT NO. 1
"Purchase of RAP (Recycled/Reclaimed Asphalt Pavement) Material"
RFB NO: 2015-264-09-09-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, 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	7

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, 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

August 24, 2015
Date

BID: 2015-264-09-09-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY
PRECINCT NO. 1
"PURCHASE OF RAP (RECYCLED/RECLAIMED ASPHALT PAVEMENT) MATERIAL"

BID OPENING DATE:
SEPTEMBER 09, 2015

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration BuildingEdinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2015-264-09-09-SGS**

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1 - "PURCHASE OF RAP (RECYCLED/RECLAIMED ASPHALT PAVEMENT) MATERIAL"** 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-2015-264-09-09-SGS - HIDALGO COUNTY PRECINCT NO. 1 - "PURCHASE OF RAP (RECYCLED/RECLAIMED ASPHALT PAVEMENT) MATERIAL"**and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, September 09, 2015. 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-2015-264-09-09-SGS.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY "PRECINCT NO. 1 - "PURCHASE OF RAP (RECYCLED/RECLAIMED ASPHALT PAVEMENT) MATERIAL"** 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
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**SEPTEMBER 09, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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 $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;

- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty 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. This document and any disputes arising hereunder shall be governed and construed according to the

laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
PRECINCT NO. 1

"PURCHASE OF RAP (RECYCLED/RECLAIMED ASPHALT PAVEMENT) MATERIAL"
BID NO.: 2015-264-09-09-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 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 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"
HIDALGO COUNTY PCT. 1
"Purchase of RAP (Recycled/Reclaimed Asphalt Pavement) Material"
RFB 2015-264-09-09-SGS

PROJECT OVERVIEW:
Hidalgo County Precinct № 1 is requesting sealed bids for the Purchase of Recycled/Reclaimed Asphalt Pavement (RAP). The material will be purchase on an **"as needed basis"** as required by Hidalgo County Pct. 1.

SPECIFICATIONS:
- Construct a sub-base course of foundation course composed of a compacted mixture of recycled asphalt pavement and asphalt.
- Mixed cold in a pug mill
- Recycled/Reclaimed Asphalt Pavement (RAP). RAP is salvaged, milled, pulverized, broken or crushed asphalt pavement.
- Crush or break the RAP such that 100% will pass the 1 ½ inch sieve.
- GRADES. Aggregate grading limits will not be required.

OPTION I – PRODUCT ONLY
Hidalgo County has the option to pick-up the product utilizing Precinct 1 hauling forces when required and/or on "as needed basis".

OPTION II – PRODUCT AND DELIVERY
Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:
- Delivery hours: To be arranged by Precinct № 1
- Delivery Location: Sunrise Hill Park located on Mile 11 north and 1 ½ miles West from FM 1015, Weslaco, Texas
- Contact Person: Katia Garcia, Accountant (956) 968-8733

REQUIREMENTS AND OTHER
1 It is intended that the amount of "Purchase of Recycled/Reclaimed Asphalt Pavement (RAP)" needed by Hidalgo County Precinct № 1 will be purchased on an "as needed basis". It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 Bid price shall be per ton.

3 When requested, samples shall be furnished free of expense to Hidalgo County.

4 Location of site where Hidalgo County Precinct №1 will purchase material is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration, if material is picked up at the plant site.

5 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

6 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

7 In the event the material furnished does not meet all the above requirements (regardless of weather, test's

acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

8 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is provided by the designated representative of the Hidalgo County Purchasing Office. Failure to act in this manner may result in termination of this contract.

TERMS AND CONDITIONS:

1. The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

3. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to be cancellation.

4. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

5. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

6. **Method of Award:** One or more bidder(s) may be designated as approved vendor(s) for purchases/service for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

7. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

8. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

9. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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:

a) **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.
   i) 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.
   ii) 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.
   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v) 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.

b) **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.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **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.

e) **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

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL TO: sandy.suarez@co.hidalgo.tx.us OR VIA FACSIMILE TO: 956-318-2629 NO LATER THAN, Wednesday, September 02, 2015 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday, September 04, 2015.**

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 1
"PURCHASE OF (RAP) RECYCLED/RECLAIMED ASPHALT PAVEMENT MATERIAL"
RFB № 2015-264-09-09-SGS

BID PAGE

Awarded vendor must have one (1) service location within fifty (50) miles radius from Hidalgo County Precinct 1 Yard (11 Miles North and 1 ½ Miles West from FM 1015, Weslaco, Texas 78596

OPTION I – PRODUCT ONLY:

	0-5,000 TONS	5,000-10,000 TONS	10,000 TONS & Above
Price per ton to be picked-up at vendor location by Hidalgo County Precinct #1 : Physical location:_____ _____	$_____ TON	$_____ TON	$_____ TON

OPTION II- PRODUCT AND DELIVERY:

	0-5,000 TONS	5,000-10,000 TONS	10,000 TONS & Above
Price per ton delivered to Pct. 1: Sunrise Hill Yard (located Mile 11 North & 1½ Miles West from FM 1015, Weslaco Texas	$_____ TON	$_____ TON	$_____ TON

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 1
"PURCHASE OF (RAP) RECYCLED/RECLAIMED ASPHALT PAVEMENT MATERIAL"
RFB № 2015-264-09-09-SGS

COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

FAX NUMBER:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL:_____

DATE:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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 Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

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.

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), 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)(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-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 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 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 (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 requestor'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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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, 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.

REQUIREMENTS AGREEMENT
C-15-264-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, **2015** by and between _____("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Purchase of (RAP) Recycled/Reclaimed Asphalt Pavement Material"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") 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 **"Purchase of (RAP) Recycled /Reclaimed Asphalt Pavement Material"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from **September 27, 2015** with ending date of **September 26, 2016** with the option to renew for an additional **one (1) year term** (if applicable) and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto and Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term under the same rates, terms, and condition.

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 Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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
304 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. Insurance. Seller 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 County certificates of such insurance coverage.

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to

the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

o. **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 effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor:
By:_____
Printed Name:_____
Title:_____
Date:_____

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

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

DRAFT

EXHIBIT "A"
REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

EXHIBIT "B"
BID PAGE

"ORIGINAL"

EXHIBIT "B"
HIDALGO COUNTY PRECINCT 1
"PURCHASE OF (RAP) RECYCLED/RECLAIMED ASPHALT PAVEMENT MATERIAL"
RFB № 2015-264-09-09-SGS

BID PAGE

Awarded vendor must have one (1) service location within fifty (50) miles radius from Hidalgo County Precinct 1 Yard (11 Miles North and 1 ½ Miles West from FM 1015, Weslaco, Texas 78596

OPTION I – PRODUCT ONLY:

	0-5,000 TONS	5,000-10,000 TONS	10,000 TONS & Above
Price per ton to be picked-up at vendor location by Hidalgo County Precinct #1 : Physical location: 3 miles N of Laloya on FM 2221	$ 25.00 / TON	$ 25.00 / TON	$ 25.00 / TON

OPTION II- PRODUCT AND DELIVERY:

	0-5,000 TONS	5,000-10,000 TONS	10,000 TONS & Above
Price per ton delivered to Pct. 1: Sunrise Hill Yard (located Mile 11 North & 1½ Miles West from FM 1015, Weslaco Texas	$ 33.10 / TON	$ 33.10 / TON	$ 33.10 / TON

OPENED 9:40 am 9-9-15

Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 9/17/201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. T CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ 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 the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC
Frontera Materials, Inc. P O Box 1449 Elsa TX 78543-1449	INSURER A : Phoenix Insurance Co.	
	INSURER B : The Chapter Oak Fire Ins Co	
	INSURER C : The Travelers Indemnity Company of	
	INSURER D : The Travelers Indemnity Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 15-16 RENEWAL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PER INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		Y-660-1C405755-PHX-15	9/1/2015	9/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000 $ 100 $ 5 $ 1,000 $ 2,000 $ 2,000 $ 1,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BA-5D227668-15-CAG	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			YSM-CUP-1C405687-TCT-15	9/1/2015	9/1/2016	EACH OCCURRENCE AGGREGATE	$ 2,000 $ 2,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		YCUB-1C40567-5-15	9/1/2015	9/1/2016	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000 $ 1,000 $ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Hidalgo shall be included as Additional Insured on all Commercial General Liability policies required by written contract.

CERTIFICATE HOLDER

sandy.suarez@co.hidalgo.tx

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/MIN

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review of Contract-Frontera Materials-Purchase of (RAP) Recycled/Reclaimed Asphalt Pavement Materials

From : Steve Crain <scrain@atlashall.com> Mon, Sep 21, 2015 11:46 AM

Subject : RE: Review of Contract-Frontera Materials-Purchase of (RAP) Recycled/Reclaimed Asphalt Pavement Materials

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Good to go.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, September 21, 2015 10:46 AM
To: Steve Crain
Subject: Review of Contract-Frontera Materials-Purchase of (RAP) Recycled/Reclaimed Asphalt Pavement Materials

Mr. Crain;
Attached for your review and approval is a requirements contract with Frontera Materials for the Purchase of (RAP) Recycled/Reclaimed Asphalt Pavement Materials-Options I & II so as to proceed with an agenda item.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

MEMORANDUM

To: **Honorable AC Cuellar**
H.C. Commissioner Pct. 1

From: Sandy Suarez
Purchasing Dept., Buyer II

Date: September 9, 2015

RE: Bid No. 2015-264-09-09-SGS
"Purchase of RAP (Recycled/Reclaimed Asphalt Pavement) Material"

We received one (1) response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet for your review and recommendation/non-recommendation. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 by no later than September 16, 2015 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting,

If you should have any questions or need additional information please contact me at (956) 318-2626 x 4860

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
Frontera	sole bidder
ACCOUNT:	5-1200-431-00-121-005-0-610

Authorized Signature | Raul Lozano (Printed Name) | 9/9/15 (Date)

HIDALGO COUNTY
TABULATION SHEET
"Purchase of (Rap) Recycled/Reclaimed Asphalt Pavement Materials"
RFB NO.: 2015-264-09-09-SGS

NAME OF COMPANY	**BID PRICE OPTION I PRODUCT ONLY:**		
Frontera Materials **Sole Bidder**	0-5,000 tons	5,000-10,000 tons	10,000 tons & above
Pit location: 3 Miles N. of US 83 on FM 2221 La Joya, Texas	**$ 25.00 ton**	**$ 25.00 ton**	**$ 25.00 ton**
Sunrise Hill Mile 11 North & 1 ½ Miles West from FM1015, Weslaco, Texas	**OPTION II PRODUCT & DELIVERY**		
	0-5,000 tons	5,000-10,000 tons	10,000 tons & above
	$ 33.10 ton	**$ 33.10 ton**	**$ 33.10 ton**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: September 09, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "Purchase Of Rap (Recycled/Reclaimed Asphalt Pavement) Material"-Hidalgo County-Precinct 1
BID NO.: 2015-264-09-09-SGS

Name Of Vendor: Company/Firm	Bid Request *Via	Signature (If Applicable) Or Initials Of Staff Addressing Mail Out	Date	Address & Phone No
1) Roy's Hauling Rbalde1008@aol.com	Email	Sandy Suarez	08/24/15	P.O. Box 1896 Edinburg, Texas 78540
2) Avila Stone Mike Avila mike@avilastonellc.com	Email	Sandy Suarez	08/24/15	501 South Avenue Donna, Texas 78537 Tel: 453-4747
3) Guinn Construction Becky Elderedge beckyeldredge@hotmail.com	Email	Sandy Suarez	08/24/15	7900 Stone Ridge Drive Justin, TX 76247 Tel: 214-206-5408
4) Frontera Material Barry Ehlinger barry@fmitex.com	Email	Sandy Suarez	08/24/15	1402 N. Bridge Avenue Weslaco, Texas 78596 Tel: 968-0349 O: (956) 316-8900 F: (956) 316-8905 C: (956) 607-5965
5) Valley Caliche Products, INC valleycaliche@aol.com	Email	Sandy Suarez	08/24/15	P. O. Box 10 Mission, Texas 78573 Tel: 581-2751
6). CAPA Steve Boyd sboyd@capatexas.com sales@capatexas.com	Email	Sandy Suarez	08/24/15	7301 W Exp 83 Mission, TX 78572 432-0600
7). Virtual Builders Exchange **Joshua A. Meyer** josh@virtualbx.com	Email	Sandy Suarez	08/24/15	4047 Naco Perrin, Ste. 100 San Antonio, TX 78217 (210) 564-6900 (210) 918-1103 Direct (210) 564-6901 Fax

***VIA:**
BIDDER LIST MAIL OUT (BLM)
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)

AI-51575 **Purchasing Department** **19. B. 4.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to purchase the following Backhoe loader through the County's membership/participation with BuyBoard's awarded vendor, Doggett (Contract #424-13) in the total amount of $ 59,230.00 which includes shipping and a one time administration fee $400.00(Project #2015-348-MEG).

B. Requesting the surplus of a 2001-Terex Backhoe, Asset #37302 for the purpose of trade-in on the purchase authorized herein including the removal of said asset from Pct. #1 inventory.

C. Trade in Terex 860 Backhoe in the amount 4,500.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-041-0-751

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

BUDGETARY IMPACT:

Funds available as of 10/7/15 --> $60,760.10

Attachments

BACKUP

Sams backup

dep form

transfer form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/01/2015 08:38 AM
Budget & Management	Veronica Ortiz	10/01/2015 10:29 AM
Glinda Pacheco	Glinda Pacheco	10/07/2015 02:23 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Elena Gomez Started On: 09/25/2015 04:17 PM
Final Approval Date: 10/09/2015

1 2014 John Deere Backhoe Loader Pct 1

310SK

BACKHOE LOADER

FEATURES & SPECS

- Interim Tier 4-emission certified engine
- Autoshift option
- Smooth-shifting five-speed transmission
- Convenient sealed-switch module

See All Features

Net Power	72 kW (96 hp) @ 2,000 rpm
Digging Depth	4.42 m (14 ft. 6 in.)
Loader Breakout Force	49.2 kN (11,051 lb.)
Loader Lifting Capacity	3335 kg (7,353 lb.)

See All Specs

Build Your Own

Big productivity begins here.

Productivity is what the 310SK Backhoe is all about. The new standard five-speed transmission gets you moving faster wi roads speeds up to 40 km/h (25 mph). Fuel savings features are front and center with auto idle, auto shutdown and econo mode all available only on the 310SK. It also boasts the new single-lever loader control with integrated electrohydraulic, proportional auxiliary control, and comes standard with JDLink™ and Service ADVISOR™ Remote. The 310SK also incluc productivity enhancements such as our smooth-shifting five-speed transmission with Autoshift option. More efficient HVAC system. Convenient sealed-switch module with keyless start and machine-security system. Redesigned easier-to-clean cooling package. The 310SK gives you more comfort, more convenience, and more efficiency.

1 2014 John Deere Backhoe Loader Pct 1

147,620• x
27• %
39,857•40 *

107,762•60 -%

44,032•60 -
4,500•00 -
-48,532•60 *

147,620•00 +
39,857•40 -
44,032•60 -
4,500•00 -
59,230•00 *

108,267•00 +
7,189•00 +
1,323•00 +
13,230•00 +
279•00 +
8,141•00 +
2,594•00 +
1,728•00 +
1,337•00 +
3,266•00 +
266•00 +
011••••••••••••••
147,620•00 *

147,620•00 +
39,857•40 -
44,032•60 -
4,500•00 -
-002••••••••••••
59,230•00 *

DOG

9-22-15

Hidalgo County Pct # 1
Weslaco ,Tx
Attn: Raul Lozano

We are pleased to quote the following for your consideration:

(1) 2014 John Deere 310SK Backhoe S/N # 260036 800 Hrs

Codes	Description	Price
02Q0T	310SK Backhoe Loader	$ 108,267.00
1095	John Deere IT4 Diesel Engine	$ 7,189.00
1700	JD Link GPS	$ In Base Price
2401	English Decals Operator & Safety	$ In Base Price
3085	Mechanical Front Wheel Drive 4F/2R Transmission	$ In Base Price
4891	Firestone 21L-24 12PR Rear Tire 12.5/80-18 12PR Front Tires	$ 1,323.00
2085	Ultimate Cab with Dual Doors and Air Conditioning	$ $ 13,230.00
8675	Dual Batteries 300 Minutes Reserve Capacity	$ 279.00
5075	Extendible Dipperstick Five Function Hydraulics	$ 8,141.00
5285	Pilot Controls	$ 2,594.00
5676	24" Wide Heavy Duty Capacity Bucket	$ 1,728.00
5400	Less Coupler	$ In Base Price
7025	Two-Function Loader Hydraulic , Single Level	$ In Base Price
8475	1000 # Front CounterWeight	$ 1,337.00
7645	1.3 Cu Yd Heavy Duty Bucket w/Bolt on Cutting Edge	$ 3266.00
9140	Heavy Duty Backhoe Bucket Cylinder	$ 266.00

Sales Price:	$ 147,620.00 X27% = 107,762.60
Buyboard Discount: -27% BuyBoard Contract # 424-13	$ - 39,857.40
Doggett Discount:	$ - 44,032.60
Terex 860 Backhoe Trade in	**$ - 4,500.00**
Price	**$ 59,230.00**

Extended Warranty Until 3-28-2017 Powertrain & Hyraulics

JOHN DEERE

1 2014 John Deere Backhoe Loader Pct 1

DOGGETT

Thank you for the opportunity to quote John Deere Machinery.

Sincerely,

Andy Ramos
Territory Sales Manager
900 E Expressway 83
San Juan,Tx 78589
956-787-0001 Office
956-787-0055 Fax
956-227-0877 Cell

JOHN DEERE

1 2014 John Deere Backhoe Loader Pct 1

Current Date 16Jan2014

310SK BACKHOE LOADER

310SK Standard Equipment
COOLING SYSTEM:
Engine Radiator
Engine Coolant -34 Degrees F (-37C)
Coolant Recovery Take with Low Level Indicator
Oil-to-Water Engine Oil Cooler
Fold-Out, Hinged Cooling System
High Ambient Temperature Engine Coolant
POWERTRAIN:
Powershift Transmission with Torque Converter
Electronic Transmission controller with on-board diagnostics
Single Electric transmission control lever (TCL) with integrated gear selection
Vertical Spin-on transmission Filter
Auto Shutdown
Planetary Final Drives
Differential Lock, Foot Switch Activated, Protection On/Off
Mechanical Limited Slip Front Wheel Drive
Hydrostatic Power Steering with Emergency Manual Mode
Power-Assisted Hydraulic Service Brakes Inboard, Wet Disc,
Self-Adjusting and Self-Equalizing (Conforms to ISO 3450)
Parking/Emergency Brake:
Independent of Service Brakes (Conforms to ISO 3450) Spring Applied, Hydraulically Released, Wet Multi-Disc
HYDRAULICS:
36 GPM (136 L/m) Tandem Gear Pump - Open Center Dedicated Hydraulic
ISO (Deere) 2 Lever Mechanical Backhoe Controls
Reversible Pad Stabilizer Feet with integrated lock
Stabilizer Two-Direction Anti-Drift Valves
Less Bucket with Bucket Pins
LOADER:
Return-To-Dig Feature
Bucket Level Indicator
Hydraulic Self-Leveling (anti-spill)
Single Lever Control with Electric Clutch Cut-off Switch
Less Bucket with Bucket Pins
Loader Boom Service Lock
High-Visibility Loader Arms
ELECTRICAL:
12 Volt System
120 Amp Alternator
(4) Front Drive/Work, (4) Rear Work and (2) side docking halogen lights (32,500 Candlepower Each) (2) Front and (2) Rear Turn Signal/Flashing
(2) Rear Stop and Tail
(2) Rear Reflectors
Single Battery with 190 Minute reserve Capacity and 950 CCA
Blade Type Multi-Fused Circuits
By-Pass Start Safety Cover on Starter
Positive Terminal Battery Cover
OPERATOR STATION:
Modular Design ROPS/FOPS Level 2 Canopy Isolation Mounted with Molded Roof (Conforms to SAE J1040)
Left and Right Side Access
Molded Floor Mat and Headliner
Slip Resistant Steps and Ergonomically Located
Tilt Steering
Engine Coolant Temperature Gauge
Fuel Gauge
Transmission Oil Temperature Gauge
Electric Monitor System with Audible and Visual Warning:
Air Cleaner restriction
Low Alternator Voltage
Engine Oil Pressure
Hydraulic Filter Restriction
Park Brake On-Off
Seat Belt
Engine Coolant Temperature
Transmission Oil Temperature
Fuel
Electric Hourmeter/ Tachometer / Voltmeter
Sealed Switch Module
Keyless Start
Machine Security
12 Volt Outlets (2)
Horn
Interior Rearview Mirror
Rotary Hand Trottle
Suspended Foot Throttle
Built-In Operator's Manual Storage Compartment Built-In Cup Holder,
Coat Hook
Lockable Right-Side Storage
OVERALL VEHICLE:
(2) Front and (2) Rear built-In tie Downs
One Piece Unitized Construction Mainframe
Extended Grille Frame
Dent Resistant Rear Fenders
Vandal Protection Locking for:
Engine Hood
Monitor
Tool Box
Fuel Tank
Hydraulic Reservoir
41 Gal. (155L) Fuel Tank
Reverse Warning Alarm

1 2014 John Deere Backhoe Loader Pct 1

Reservoir
6 Micron Vertical Spin-On Filter
"O" Ring Face Seal Connectors
Circuit Relief Valve Protection
Economy Mode
Auto Idle
BACKHOE:
14 Ft. 6 In. (4.1 m) Digging Depth
Backhoe Transport Lock Lever
Swing Locking Pin Stored in Op. Station
Handholds (Conforms to SAE J185)
Seat, Deluxe Deep Foam, Vinyl Cover, High Back with Adjustable:
Suspension for Weight/Height
Fore-Aft
Lumbar Adjustments
Arm Rests
3 In. Seat Belt with Retractor
19.5L - 24 In. 8 PR (R4) Tubeless Rear and 12.5/80 - 18 In. 12 PR Traction Front Sure Grip Lug Tires
Ground Level Fueling
Remote Grease Bank for Front Axle
Tilt Hood with (2) Service Positions
JDLink Ultimate in Approved Countries

Required - *You must select one from each category*

BASE MACHINE

Ex-Works Dubuque,Iowa, United States of America

As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order.

Description	Code	Price
310SK BACKHOE LOADER	02Q0T	$108,267.00

ENGINE

Description	Code	Price
John Deere PowerTech Plus (PowerTech PWX) 4.5L (276 Cu.In.)Engine Meets IT4 and Stage IIIB Emissions (97 Net Peak hp)	1095	$7,189.00

Required for the United States

Turbocharged
Wet Sleeve Cylinder Liners
Serpentine Belt with Automatic Belt Tensioner
Enclosed Safety Fan Guard
Vertical Spin-On Engine Oil Filter
Spin-on Fuel filter with Water Separator
Dual Safety Element Dry-Type Air Cleaner With Evacuator Valve
Muffler, Underhood with Vertical Curved Exhaust Stack
Self-cleaning exhaust aftertreatment system
Glow plugs
Electronically controlled, variable-speed cooling fan

MACHINE CONNECTIVITY

Machine connectivity functions require cellular coverage. Usage of JDLink System requires customer's acceptance of the terms of the John Deere Telematics System Contract.

Option availability limited by specific geographical regions. Please refer to region specific price pages for appropriate ordering codes.

Description	Code	Price
	1700	In Base Price

JDLink Ultimate Cellular for the Americas, excluding Costa Rica Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation. Includes 3 year subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.		
JDLink Ultimate Satellite for the Americas, excluding Costa Rica Includes JDLink hardware: integrated cab wiring harness, antenna, modular telematics gateway (MTG), and JDLink Ultimate activation. Includes 3 year dual mode subscription. Annual subscription renewal required after 3 years for continued functionality. JDLink customer account must be created to access JDLink Ultimate data. Go to www.StellarSupport.com to renew or update JDLink subscriptions. Use of this service, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the service.	1701	$1,807.00

LANGUAGE DECALS

Description	Code	Price
English Decals with English Operator and Safety Manuals Includes English decals installed and English language operator's manual and parts book	2401	In Base Price
English Decals with Spanish Decals and Manuals Seperate Includes English decals installed with Spanish decal packet and English language operator's manual and parts book	2403	In Base Price
English Decals with French Decals and Manuals Seperate Includes English decals installed and French decal packet and English language operator's manual and parts book	2404	In Base Price

FRONT AXLE AND TRANSMISSION

Description	Code	Price
Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Powershift Transmission	3085	In Base Price
2 Wheel Drive with 5F/3R Powershift Transmission	3035	($9,872.00)

TIRES AND WHEELS (FRONT AND REAR)

Description	Code	Price
FOR USE WITH MECHANICAL FRONT WHEEL DRIVE		

Firestone 19.5L - 24 In. 10 PR (R4) Tubeless Rear & 12.5/80 - 18 In. 12 PR Traction Front Sure Grip Lug Tires	4781	In Base Price
86 in. (2.18 m) overall width. Rear tire chains require wheel spacers		
Goodyear 19.5L - 24 In. 10 PR (R4) Tubeless Rear and 12.5/80 - 18 In. 14 PR Traction Front Sure Grip Lug Tires	4780	No Charge
86 in. (2.18 m) overall width. Rear tire chains require wheel spacers.		
Michelin 500/70 R24 XMCL Radial Rear Tubeless Tires With 340/80 R18 XMCL Radial Front Tires	4782	$2,969.00
85 in. (2.16 m) overall width. Rear tire chains require wheel spacers.		
Firestone 21L - 24 12PR (R4) Tubeless Rear and 12.5/80-18 12PR Traction Front Sure Grip Lug Tires	4891	$1,323.00
92 Inches (2.33 M) overall width Rear tire chains require wheel spacers.		
FOR USE WITH 2 WHEEL DRIVE		
Firestone 19.5L - 24 In. 10 PR (R4) Tubeless Rear and 11L - 16 In. 12 PR (F3) Front Tires	4768	($540.00)
86 Inches (2.18 M) overall width Rear tire chains require wheel spacers.		
Goodyear 19.5L - 24 In. 10 PR (R4) Tubeless Rear and 11L - 16 In. 12 PR (F3) Front Tires	4260	($533.00)
86 Inches (2.18 M) overall width Rear tire chains require wheel spacers.		

OPERATOR STATION

Description	Code	Price
Canopy with Floor Mat and Headliner (ROPS)/(FOPS)	2025	In Base Price
Includes: Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof Molded floor mats if ordered with Pilot Controls Mechanical Suspension Deluxe, Vinyl, Swivel Seat with Lumbar Adjustment and Arm Rests, Fully Adjustable 3 In. Retractable Seat Belt Tilt Steering (2) front driving/working halogen lights - 32,500 Candlepower Each (2) rear working halogen lights - 32,500 Candlepower Each (6) additional roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflectors		
Cab with Dual Doors	2075	$10,352.00
Without Air Conditioning Isolation mounted Modular design ROPS/FOPS Level 2 (meets ISO 3449 & ISO 3471 / SAE J1040) Molded roof		

Tinted safety glass
Deluxe interior trim
Headliner
Molded floor mats
40,000 BTU heater/defroster/pressurizer (3-speed)
Air Suspension, Fabric, Swivel Seat with:
Fully Adjustable Lumbar Adjustment and Arm Rests
3 in Seat Belt with retractor
Sun Visor
AM/FM/WB Radio
Tilt Steering Wheel
Front 2-speed wiper and rear 1-speed wiper and washers
(2) front driving/working halogen lights - 32,500 Candlepower Each
(2) rear working halogen lights - 32,500 Candlepower Each
(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof
(4) turn signal/flashing/rear stop/tail lights - 2 front and rear
(2) rear reflectors

Ultimate Cab with Dual Doors and Air Conditioning	2085	$13,230.00

Tinted safety glass
Deluxe interior trim
Headliner
Molded floor mats
26,000 BTU air conditioning (recommend ordering either H.D. bumper or counterweights)
CFC free R134a refrigerant
40,000 BTU heater/defroster/pressurizer (3-speed)
Air Suspension, Fabric, Swivel Seat with:
Fully Adjustable Lumbar Adjustment and Arm Rests
3 in Seat Belt with retractor
Sun Visor
AM/FM/WB with CD Radio
Tilt Steering Wheel
Front 2-speed wiper and washer and rear 1-speed wiper
(2) front driving/working halogen lights - 32,500 Candlepower Each
(2) rear working halogen lights - 32,500 Candlepower Each
(6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof
(4) turn signal/flashing/rear stop/tail lights - 2 front and rear
(2) rear reflectors

BATTERY

Description	Code	Price
Single Battery, 150 Minute Reserve Capacity (950 CCA)	8625	In Base Price

Not for use with Code 9132.

Dual Batteries, 300 Minute Reserve Capacity (1900 CCA)	8675	$279.00

Not for use with Code 9131
Recommended for temperatures below 32 degrees F (0 degrees C)

BACKHOE DIG COMPONENTS

Description	Code	Price
Standard Dipperstick	5020	In Base Price

Four-function hydraulics
Standard stablizers with cam-lock reversible pads

Standard Dipperstick and Auxiliary Hydraulics with Thumb Mounting Ears	5040	$3,597.00

Six-function hydraulics
Includes two-way valve with right foot pedal

Selective flow control valve (9,13,16,18,22 or 25GPM) for one-way flow
1000-3000 PSI adjustable
Flow control auxiliary plumbing with foot switch
Standard stabilizers with cam-lock reversible pads
Thumb cylinder ears compatible with Deere thumbs only

Extendible Dipperstick	5090	$7,444.00

Five-function hydraulics
Standard stabilizers with cam-lock reversible pads

Extendible Dipperstick	5075	$8,141.00

Five-function hydraulics
Extended stabilizers with pin-lock reversible pads

Extendible Dipperstick and Auxiliary Hydraulics	5085	$10,749.00

Six-function hydraulics
Selective flow control valve (9,13,16,18,22 or 25GPM) for one-way flow
1000-3000 PSI adjustable
Flow control auxiliary plumbing with foot switch
Extended stablizers with pin-lock reversible pads

Extendible Dipperstick, Seven-Function with Auxiliary Hydraulics and Thumb Mounting Ears	5095	$11,713.00

Seven-function hydraulics
Includes 6th Function with left foot pedal for cylinder-actuated attachments less plumbing
Selective flow control valve (9,13,16,18,22 or 25GPM) for one-way flow
1000-3000 PSI adjustable
Flow control auxiliary plumbing with foot switch
Extended stabilizers with pin-lock reversible pads
Thumb cylinder ears compatible with Deere thumbs only

BACKHOE CONTROLS

Description	Code	Price
Mechanical Controls, Two Lever, ISO (DEERE)	5225	In Base Price
Pilot Controls, Two Lever, with Pattern Selection	5285	$2,594.00

BACKHOE BUCKETS

For Deere buckets:
All buckets include lift holes.
Fanggs teeth are standard on HD buckets.
Fabricated teeth are standard on regular buckets.

Description	Code	Price
Less Backhoe Bucket with Bucket Pins	5600	In Base Price
12" (305 mm) Wide, Heavy-Duty, 3.3 Cu. Ft. (.09 Cu. M.) Capacity Bucket	5616	$1,080.00
18" (457 mm) Wide, Heavy-Duty, 5.1 Cu. Ft. (0.14 Cu. M.) Capacity Bucket	5626	$1,253.00
24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	5656	$1,276.00
	5658	$1,753.00

24" (610 mm) Wide, Severe-Duty, 7.5 Cu. Ft.(0.21 Cu. M.) Capacity Bucket w/ TK Teeth		
24" (610 mm) Wide, Heavy-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Bucket	5676	$1,728.00
24" (610 mm) Wide, Severe-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Bucket w/ TK Teeth	5678	$1,995.00
Top Hook 24" (610 mm) Wide, Heavy-Duty, 8.8 Cu. Ft. (0.25 Cu. M.) Capacity Coupler Bucket Requires Code 5430 Top Hook Coupler	5660	$1,696.00
Top Hook 18" (457 mm) Wide, Heavy-Duty, 5.1 Cu. Ft. (0.14 Cu. M.) Capacity Coupler Bucket Requires Code 5430 Top Hook Coupler	5630	$1,276.00

BACKHOE QUICK COUPLERS

Description	Code	Price
Less Coupler	5400	In Base Price
DEERE Standard Quick Coupler For use with 310SE, SG, SJ, SK, 410E, G,J, K backhoe buckets. Not compatible with 310E, G, J, K Series Backhoe Buckets.	5410	$1,231.00
Multi-Brand Quick Coupler For use with DEERE C, D, SE, SG, SJ, SK Series buckets and with Case K-L-M and CAT C Series Buckets. Not for use with 710 Buckets. Spacers are recommended for CAT and Case buckets, contact DMAC.	5420	$1,399.00
Top Hook Quick Coupler For use with DEERE Top Hook Coupler bucket codes 5630 or 5660 and CP or Pre-XLS Wain Roy Top Hook Buckets	5430	$1,122.00
New Series Multi-Brand Quick Coupler For use with CAT D and E, Case K-L-M, and DEERE SE, SG, SJ and SK Series backhoe buckets except high-capacity buckets and 710 buckets.	5440	$1,444.00
Universal Coupler - Pin-grabber style coupler For use with DEERE C-D-SE-SG-SJ & SK Series buckets and with Case K-L-M and CAT C,D & E Series Buckets. Not for High Capacity Buckets and 710 Buckets. UNIVERSAL COUPLER will not work with most thumbs.	5450	$2,100.00

LOADER HYDRAULICS

All selections come with Return to Dig feature.

Description	Code	Price
Two-Function Loader Hydraulics, Single Lever	7025	In Base Price

Three-Function Loader Hydraulics, Single Lever	7075	$3,150.00

Single lever loader control with electro-hydraulic auxiliary control
For multi-purpose bucket and front attachments.
Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.

Loader Coupler, 2-Function Hydraulics, Single Lever	7035	$6,646.00

Includes Ride Control
Cannot be used with Code 9110 Ride Control
Will accept 310G, SG, SJ, SK & 410G, J, K loader coupler buckets

Loader Coupler, 3-Function Hydraulics, Single Lever	7085	$9,707.00

Includes Ride Control
Not for use with Code 9110 Ride Control
For multi-purpose coupler bucket and front attachments.
Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.
Will accept 310G, SG, SJ, SK & 410G, J, K loader coupler buckets

FRONT COUNTERWEIGHTS (PICK 1)

310SK COUNTERWEIGHT SELECTION CHART
Select the Proper Counterweight for the Machine and Optional Equipment.
Recommend ordering either the heavy-duty bumper or counterweights for use with cab with air conditioning.
Add/subtract the option's front axle percent. Then select the counterweight that gives the desired weight distribution (between 27-32%, Target - 30%).

"Base configuration*** has 24.8% weight on front axle."

"To this percent weight, add/subtract the following option percents, according to configuration as ordered."

Standard Dipper (+4.7%)
Backhoe Coupler (-1.5%)
Bkhe Attachment over 600 lbs (-2.0%)
M-P Loader Bucket (+5.9%)
Loader Coupler (+4.4%)
Standard Front Axle (-1.3%)
Canopy (+0.5%)

"Choose counterweight which results in the target front axle weight percent"

Bumper 0%
450 lb. Cntwt (+2.5%)
750 lb. Cntwt (+4.0%)
1,000 lb. Cntwt (+5.1%)
1,250 lb. Cntwt (+6.3%)

*** Base calculated using an Extendable dipper, Cab, Mechanical Front Wheel Drive, Standard Loader bucket, and a Standard Backhoe bucket
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Description	Code	Price
Front Cover	8410	In Base Price

Requires Cab Code 2025 or 2075

Recommended for:
Extendible Backhoe w/ Multipurpose Bucket
Standard Backhoe w/ or w/o coupler

Heavy-Duty Bumper	8415	$217.00

1 2014 John Deere Backhoe Loader Pct 1

Recommended for: Standard Backhoe w/o Aux. Hyd. Extendible Backhoe w/ Multipurpose Bucket		
450 Lb. (204 kg) Front Counterweight	8425	$599.00
750 Lb. (340 kg) Front Counterweight	8455	$971.00
Recommended for: Standard Backhoe w/ rear attachment and w/o Backhoe Coupler		
1000 Lb. (454 kg) Front Counterweight	8475	$1,337.00
Recommended for: Standard Backhoe w/ rear attachment and w/ Backhoe Coupler Standard Backhoe w/ aux. Hyd. w/o Backhoe Coupler Extendible Backhoe w/ 1.13,1.20, or 1.3 c.y. Loader Bucket and Backhoe Coupler		
1250 Lb. (567 kg) Front Counterweight	8485	$1,711.00
Recommended for: Standard Backhoe w/ Aux. Hyd. and Backhoe Coupler Extendible Backhoe w/ 1.13, 1.20, 1.25 or 1.3 c.y. Loader Bucket and Backhoe Coupler		

LOADER BUCKETS

Loader Buckets include Skid Plates and Lift Hooks unless stated otherwise.

Description	Code	Price
PIN-ON LOADER BUCKETS (Not for use with Coupler)		
Less Loader Bucket with Pins for Buckets or Front Attachments	7600	In Base Price
Old Style pins will be necessary with older buckets and attachments		
1.0 Cu. Yd. (.76 Cu. M.) Heavy-Duty 86 in. (2.18 m) wide Bucket with Bolt-On Cutting Edge and Skid Plates	7635	$3,177.00
Bucket Capacity is without Cutting Edge.		
1.25 Cu. Yd. (.96 Cu. M.) 86 in. (2.18 m) Wide Long Lip Bucket no Auxiliary Cutting Edge, with Factory Skid Plates and no Additional Skid Shoes	7640	$3,027.00
1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates	7645	$3,266.00
1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m) Wide Multipurpose Bucket	7685	$6,910.00
Requires Code 7075, Aux. Loader Hydraulic Includes reversible bolt-on cutting edge and skid plates. Pre-drilled for eight teeth - Order teeth from parts. Includes two lift holes.		
COUPLER LOADER BUCKETS		
Requires codes 7035 or 7085 Loader Coupler		
Less Coupler Bucket	7605	No Charge

1 2014 John Deere Backhoe Loader Pct 1

1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide Heavy-Duty Long-Lip Coupler Bucket with Cutting Edges and Skid Plates.	7650	$3,428.00
1.32 Cu. Yd.(1.0 Cu. M.), 92 in.(234 mm) wide Multipurpose Coupler Bucket	7690	$7,097.00

Requires Code 7085, Aux. Loader Coupler Hydraulics
Cannot be used with code 8485 or 8495 Counterweight.
Includes reversible bolt-on cutting edge and skid plates.
Pre-drilled for eight teeth - Order teeth from parts.
Includes two lift holes.

Optional - *Select as desired*

OPTIONAL EQUIPMENT - ORDER AS DESIRED

Description	Code	Price
POWERTRAIN AND COOLING		
Chrome Exhaust Extension	9045	$173.00
110 Volt Engine Coolant Heater (1000 Watts)	9080	$167.00
Not necessary with the Cold Start Package code 9100.		
Cold Start Package	9100	$383.00
Includes ether starting aid and 110V engine block heater. Requires Dual Batteries code 8675. Not for use with engine code 1095, which uses glow plug cold start. For electric engine coolant heater for Engine Code 1095 see Code 9080.		
Single Battery Disconnect	9131	$153.00
Dual Battery Disconnect	9132	$170.00
Full MFWD Guard	9505	$417.00
AutoShift - Automatic Transmission	9941	$3,644.00
OPERATOR STATION		
Front View Mirror	9060	$80.00
Ride Control	9110	$1,935.00
Not for use with loader hydraulic codes 7035 and 7085		
Left Side Console Storage with Cup Holders	9210	$79.00
(2) External Rear View Mirrors	9920	$334.00
Hydraulic 4-Tine (Standard Dipperstick) Backhoe Thumb	9020	$6,583.00
Requires code 5040 Hydraulics. Includes plumbing from valve to thumb. Requires backhoe bucket code 5656 or 5658. Not for use with backhoe coupler Codes 5430, 5450		
Hydraulic 4-Tine (Extendible Dipperstick) Backhoe Thumb	9025	$6,407.00

1 2014 John Deere Backhoe Loader Pct 1

Requires code 5095
Includes plumbing from valve to thumb.
Requires backhoe bucket code 5656 or 5658.
Not for use with backhoe coupler Codes 5430, 5450

Heavy-Duty Backhoe Bucket Cylinder	9140	$266.00

Increases backhoe bucket breakout force by 27%.

Diagnostic Oil Sampling Ports	9515	$201.00

Requires code engine code 1085 or 1086 or 1095.
Includes 4 ports:
Engine oil
Engine coolant
Transmittion oil
Hydraulic oil

Non-Export Rust Preventive Coating	9909	$167.00

Coating protects exposed unpainted surfaces from road salt during shipment.

ATTACHMENTS FOR FIELD CONVERSION

F.O.B. Dubuque, Iowa for dealer-installed kits, except where noted. Some of the following kits may require additional parts for a complete installation. Prior to ordering, check the installation instructions by going to www.johndeeretechinfo.com and clicking on Library, or by clicking on this Hyperlink (Installation Bulletin Search), and insert the AT number to retrieve the attachment installation instruction bulletin for additional parts.
Exception to above note is FRONTIER Dealer Installed Kits.

Description	Code	Price
Attachments and Accessories:		
Pins and Bushings for 310SG/SJ/SK, 315K, 325K, 410G/J/K, K Series TMC Backhoes Less Backhoe Coupler, or with Deere Standard or Multi-Brand Coupler	AT352853	$281.00

Required for use in addition to code 9804 Interface Adapter or AT371338 Interface Adapter.

For Hammer quick connect to the machine, one will need quick connector couplings.

Not for use with Top Hook Coupler.

Backhoe:		
Backhoe New Series Multi-Brand Quick Coupler	AT393558	$1,448.00

For use with DEERE C-D-SE-SG-SJ-SK Series buckets and with Case K-L-M and Cat D and E Series Buckets Buckets, High Capacity Buckets and 710J Buckets.
Spacers are recommended for CAT and Case buckets, contact DMAC.

Coupler, Deere Backhoe Bucket	AT336316	$1,404.00

Fits 310SE, 310SG, 310SJ, 410E, 410G, 410J,410TJ backhoes.
For use with 310SE, 310SG, 310SJ, 410E, 410G, 410J, 410TJ backhoe buckets
Proper counterweighing is required. See Counterweight Selection Chart.
Recommend Backhoe Boom Bolt-on Protection Plate.

Coupler, Multi-Brand Universal Backhoe Bucket	AT336315	$1,575.00

For use with CAT B & C Series, Case K-L-M and DEERE SE,SG & SJ Series backhoe buckets except High Capacity Buckets and 710 Buckets. Recommend AT179130 high-strength pin for 300D-510D and 210C-610C 18-36 Inch Buckets Proper counterweighting is required. See Counterweight Selection Chart. Recommend Backhoe Boom Bolt-on Protection Plate. UNIVERSAL COUPLER will not work with most thumbs Spacers are recommended for CAT and Case buckets, contact DMAC.		
Coupler, Top Hook Backhoe Bucket	AT324292	$1,058.00
Fits on 410G, 410J, 410TJ, 310SG, 310SJ, 310TJ Backhoes. For use with Top Hook backhoe bucket from Deere, CP, and Pre-XLS Wain Roy Recommend Backhoe Boom Bolt-on Protection Plate. Proper counterweighing is required. See 310SJ or 410J Counterweight Selection Chart.		
Coupler, Universal - Pin-grabber style	AT343629	$3,646.00
Fits John Deere 310SE, 310SG, 310SJ, 310TJ, 410E, 410G, 410J, 410TJ backhoes For use with DEERE C-D-E-G-J Series buckets and with Case K-L-M and CAT C-D-E Series Buckets. Not for High Capacity Buckets and 710 Buckets. JOHN DEERE UNIVERSAL COUPLER will not work with most thumbs. Proper counterweighing is required. See Counterweight Selection Chart. Recommend Backhoe Boom Bolt-on Protection Plate.		
Heavy Duty Stabilizer Pads	AT376410	$450.00
Hydraulic 2-Tine Thumb Kit	AT358432	$5,179.00
Recommended for use with 18 & 30 in. Backhoe Buckets. Requires plumbing kit.		
Hydraulic 4-Tine Thumb Kit	AT358433	$5,179.00
Recommended for use with 24 in. Backhoe Buckets. Requires Plumbing Kit.		
Protection Plate, Backhoe Boom	AT333753	$966.00
Bolt on or weld to underside of backhoe boom. Recommended for rental, lease, thumbs/clamps, swingers, jaw buckets, and non-Deere attachments on couplers.		
Standard Stabilizer Street Pads	AT376409	$226.00
Buckets:		
BKH Pin-On Bucket 24 In. (610 mm) Heavy Duty 7.5 Cu. Ft. (0.21 Cu. M.)	AT192015	$1,426.00
BKH Pin-On Bucket 24 In. (610 mm) Standard-Duty 7.5 Cu. Ft. (0.21 Cu. M.)	AT192014	$1,365.00
BKH Pin-on Bucket 12 In. (305 mm) Heavy-Duty 3.3 Cu. Ft. (0.09 Cu. M.)	AT192011	$1,054.00
BKH Pin-on Bucket 18 In. (457 mm) Heavy-Duty 5.1 Cu. Ft. (0.14 Cu. M.)	AT192012	$1,216.00
	AT192017	$1,689.00

BKH Pin-on Bucket 24 In. (610 mm) Heavy-Duty 8.8 Cu. Ft. (0.25 Cu. M.)		
BKH Pin-on Bucket 30 In. (762 mm) Heavy-Duty 10.0 Cu. Ft. (0.28 Cu. M.)	AT192019	$1,799.00
BKH Pin-on Bucket 30 In. (762 mm) Severe-Duty 10.0 Cu. Ft. (0.28 Cu. M.)	AT192020	$1,926.00
BKH Pin-on Bucket 36 In. (914 mm) Ditching; 12.5 Cu. Ft. (0.35 Cu. M.)	AT192022	$1,536.00
BKH Pin-on Bucket 36 In. (914 mm) Heavy-Duty; 12.5 Cu. Ft. (0.35 Cu. M.)	AT192021	$1,792.00
BKH Top Hook Coupler Bucket 12 in. (305 mm) Heavy Duty 3.3 Cu. Ft. (.09 Cu. M.)	AT324448	$1,059.00
BKH Top Hook Coupler Bucket 18 in. (457 mm) Heavy Duty - 5.1 Cu. Ft. (0.14 Cu. M.)	AT324447	$1,223.00
BKH Top Hook Coupler Bucket 24 in. (610 mm) Heavy Duty 7.5 Cu. Ft. (0.21 Cu. M.)	AT316706	$1,433.00
LDR Coupler Bucket 1.0 Cu. Yd. (.76 Cu. M.) Heavy Duty 86 in. (2.18 m) wide with Reversible Bolt On Cutting Edge with Skid Plates	AT308991	$2,852.00
LDR Coupler Bucket 1.13 Cu. Yd. (.86 Cu. M.) Heavy Duty 86 in. (2.18 m) wide Long Lip with Reversible Bolt On Cutting Edge and Skid Plates	AT308970	$3,041.00
LDR Coupler Bucket 1.25 Cu. Yd. (.96 Cu. M.) Heavy Duty 86 in. (2.18 m) wide Long Lip without Bolt-On Cutting Edges or Skid Plates	AT308968	$2,838.00
LDR Coupler Bucket 1.32 cu. yd. (1.0 cu. m) Heavy Duty 92 in. (2.34 m) Long Lip with Reversible Bolt On Cutting Edge and Skid Plates	AT308966	$3,511.00
LDR Coupler Multi-Purpose Bucket 1.32 cu. yd. (1.0 cu. m) 92 in. (2.34 m) with Reversible Bolt On Cutting Edges and Skid Plates	AT363772	$7,023.00
Pre-drilled for eight teeth. Includes two built-in lift loops. Proper counterweighting is required. See Counterweight Selection Chart.		
LDR Coupler Multipurpose Bucket 1.25 cu. yd. (.96 cu. m) 86 in. (2.18 m) wide with Reversible Bolt On Cutting Edges and Skid Plates	AT363771	$6,735.00
Requires Aux. Loader Coupler Hydraulics. 86 in. (2.18 m) bucket width. Includes reversible bolt-on cutting edge and skid plates. Pre-drilled for seven teeth. Order teeth from parts. Includes two built-in lift loops.		
LDR Pin-On Bucket 1.32 Cu. Yd. (1.0 Cu. M.) Heavy Duty Long Lip Bucket	AT308080	$3,161.00

1 2014 John Deere Backhoe Loader Pct 1

92 in. (2.34 m) wide.
Includes reversible bolt-on cutting edge with skid plates.
* Includes two lift holes.

LDR Pin-on Bucket 1.13 Cu. Yd. (.86 Cu. M.) Heavy Duty 86 in. (2.18 m) wide with Reversible Bolt On Cutting Edge and Skid Plates	AT308071	$3,053.00
LDR Pin-on Bucket 1.2 Cu.Yd. (.90 Cu. M.) Narrow 82 in. (2.08 m) Heavy-Duty Long Lip Narrow and Skid Plates	AT308188	$2,540.00
LDR Pin-on Bucket 1.25 Cu. Yd. (.96 Cu. M.) Heavy Duty 86 in. (2.18 m) Long Lip and Skid Plates	AT308076	$2,809.00
LDR Pin-on Multi-Purpose Bucket 1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m) wide with Reversible Bolt On Cutting Edges and Skid Plates	AT308193	$6,601.00

Requires Code 7075, or Third Function Loader Hydraulics.
92 in. (2.3 m) bucket width
Includes reversible bolt-on cutting edge with skid plates.
Pre-drilled for eight teeth.
Order teeth from parts.
Includes two lift holes.
Proper counterweight is required.
See Counterweight Selection Chart.

LDR Pin-on Multipurpose Bucket 1.00 Cu. Yd. (.76 Cu. M.) 82 in. (2.08 m) with Reversible Bolt On Cutting Edges and Skid Plates	AT308042	$5,640.00
LDR Pin-on Multipurpose Bucket 1.25 Cu. Yd. (.96 Cu. M.) 86 in. (2.18 m) with Reversible Bolt On Cutting Edge and Skid Plates	AT308191	$6,520.00
Loader Coupler Attachment Adapter Hook Plates (2) Standard	AT336927	$1,757.00
Pin-on Bucket w/ TK Teeth, 18 In. (457 mm) Severe-Duty 5.1 Cu. Ft. (0.14 Cu. M.)	AT422764	$1,609.00
Pin-on Bucket w/ TK Teeth, 24 In. (610 mm) Severe-Duty 7.5 Cu. Ft. (0.21 Cu. M.)	AT422767	$1,753.00
Pin-on Bucket w/ TK Teeth, 24 In. (610 mm) Severe-Duty 8.8 Cu. Ft. (0.25 Cu. M.)	AT422769	$1,995.00
Pin-on Bucket w/ TK Teeth, 30 In. (762 mm) Severe-Duty 10.0 Cu. Ft. (0.28 Cu. M.)	AT422770	$2,080.00
Frame Attachment:		
Counterweight, Front, 1,000 lbs (454 kg)	AT409587	$1,306.00

Use with (4) T119912 AND (4) 19M9124.

Counterweight, Front, 1,250 lbs (567 kg)	AT409588	$1,624.00

Use with (4) T119912 AND (4) 19M9124.

Counterweight, Front, 250 lbs (113 kg)	AT409592	$361.00

If adding to the 450 lb. (204 KG) counterweight, order (4) T151797, (2) 19M9088, AND (2) 14M7587.
For 750 lb. (340 KG), 1000 lb. (454 KG) and 1250 lb. (567 KG) counterweights, order (2) T151797 and (2) 19M8976

Counterweight, Front, 450 lbs (204 kg)	AT409585	$627.00
Use with (4) T119912 AND (4) 19M9124.		
Counterweight, Front, 750 lbs (340 kg)	AT409586	$998.00
Use with (4) T119912 AND (4) 19M9124.		
Front Attachments:		
Forks, Pallet (2) 60 in.(1.52m) with 60 in. (1.52m) Coupler Fork Carriage	AT308139	$3,565.00
Forks, Pallet (2) 48 in.(1.22m) with 60 in. (1.52m) Coupler Fork Carriage	AT308138	$3,394.00
Guards:		
MFWD Wheel Fender Kit for 18 in. tires only	AT371257	$697.00
Requires MFWD and 12.5/80-18 or 340/80R-18 front tires.		
Hydraulics:		
Accu-Swing Kit for Backhoe	AT312949	$451.00
Auxilary Hydraulic Selective Flow Control Kit	AT408680	$1,214.00
Selective Flow Control Valve (9,13,16,18,22 or 25GPM) - One Way Flow Includes control pedal and circuit relief 1000-3000 PSI Adjustable K-Series backhoes except the 310K and 310K EP must order applicable Software Part Number in JDPoint for Field Kit to function properly.		
Auxiliary Backhoe Hydraulic Plumbing Kit for Thumb, Clamp, Swinger or Jaw Bucket	AT194368	$232.00
Average installation, 2 hours. Includes two circuit reliefs, fittings, clamps and hardware. For Low Flow intermittent usage. Requires Dealer to make eight hoses per installation instructions. Requires unit to have unused 5th, 6th or 7th 2 way hydraulic functions and foot pedal to activiate.		
Auxiliary Backhoe Hydraulics for Auger, Extendible Dipperstick	AT335445	$250.00
Includes fittings and hydraulic couplers for bucket cylinder. Average installation, 1 hour. Bucket cylinder hoses are disconnected; bucket function operates auger forward and reverse. No additional controls are required. Dealer must supply 0.5 inch (12.7 mm) ID hoses from bucket cylinder hydraulic couplers to auger.		
Auxiliary Backhoe Hydraulics for Auger, Standard Dipperstick	AT335762	$443.00
Includes fittings and hydraulic couplers for bucket cylinder. Average installation, 1 hour. Bucket cylinder hoses are disconnected; bucket function operates auger forward		

and reverse. No additional controls are required. Dealer must supply 0.5 inch (12.7 mm) ID hoses from bucket cylinder hydraulic couplers to auger.		
Auxiliary Loader Control Valve w/3 Function Hydraulics - 1 Lever for Multipurpose Bucket and Front Attachments K-Series backhoes except the 310K and 310K EP must order applicable Software Part Number in JDPoint for Field Kit to function properly.	AT409909	$3,884.00
Auxiliary Piping for Selective Flow and Extendible Dipperstick Installation instructions T208488. Average installation, 2 hours. Requires Extendible Dipperstick. Requires Five Function Plus Selective Flow OR Selective Flow. Includes boom and dipperstick hydraulic lines, and hardware for attaching hoses and lines from the selective flow valve section to end of Dipperstick. Required for hammers, compactors, high or low flow motor attachments mounted on end of dipperstick.	AT325071	$662.00
Auxiliary Piping for Selective Flow and Standard Dipperstick Installation instructions T208487. Average installation, 2 hours. Requires Standard Dipperstick. Requires Five Function Plus Selective Flow OR Selective Flow. Includes boom and dipperstick hydraulic lines, and hardware for attaching hoses and lines from the selective flow valve section to end of Dipperstick. Required for hammers, compactors, high or low flow motor attachments mounted on end of dipperstick.	AT325070	$588.00
Controlled Lowering Device for Backhoe Boom Cylinder	AT336393	$2,429.00
Controlled Lowering Device for Backhoe Crowd (Dipper) Cylinder	AT336390	$2,931.00
Fifth Function Control Valve Section (Without Circuit Reliefs)for Manual Controls * Installation instructions T186326. * Average installation, 4 hours. * Requires Right Pedal (Deere or Cat Controls) from service parts.	AT192189	$931.00
Hand-Held Hydraulic Tool Kit Average installation, 4 hours. Includes two circuit reliefs, fittings, clamps and hardware. Requires Selective Flow Valve. Installed in Battery Box.	AT403096	$447.00
Loader Coupler, Hydraulic K-Series backhoes except the 310K and 310K EP must order applicable Software Part Number in JDPoint for Field Kit to function properly.	AT403006	$5,485.00
Plumbing for Extendible Dipperstick	AT335537	$478.00
Sixth Function Control Valve Section (Without Circuit Reliefs) for Manual Controls	AT192239	$1,314.00
	AT307664	$1,348.00

Sixth Function Control Valve Section (Without Circuit Reliefs) for Pilot Controls Installation instructions T206123. Average installation, 4 hours. Can use with Code 5110, Four Function Control Valve, Code 5120, Five Function Control Valve, or Code 5130, Five Function Control Valve Plus Selective Flow Valve. Requires Left Pedal, (Deere, Cat or Ford Controls). Cannot be used with Case Controls. Requires Attachment Hydraulic Plumbing Kit, for cylinder operated attachments. Requires longer tie bolts. (T159263 (2) & T159264 (1)when used with Five Function Control Valve Plus Selective Flow Valve.		
Operator Environment:		
AM / FM / WB Radio Requires Code 2075 or 2085, Cab.	AT348557	$730.00
AM/FM/WB/CD Stereo with Digital Clock for Cab Requires Code 2075 or 2085, Cab.	AT326271	$978.00
Case Three Lever Controls 5th Function Lever Kit Adds lever to Case 3 lever backhoe controls to operate auxiliary valve on Standard Dipperstick or operates Extendable Dipperstick..	AT309740	$191.00
Case Three Lever Controls with Foot Swing For units with code 5225.	AT309739	$875.00
Ford Four Lever Controls for Standard and Extendible Dipperstick Ford Four Lever Controls for Standard and Extendible Dipperstick. For units with code 5225.	AT185628	$2,975.00
ISO (Deere) Two Lever Mechanical Controls	AT185624	$493.00
Mounting kit for multi-purpose (ABC) Dry Chemical Fire Extinguisher Kit Does not Include Fire Extinguisher.	AT408903	$96.00
Operator Manual Tether Cables for ROPS or Cab	AT192032	$27.00
Ride Control K-Series backhoes except the 310K and 310K EP must order applicable Software Part Number in JDPoint for Field Kit to function properly.	AT403002	$1,444.00
Right Pedal for Fifth Function Backhoe Valve	AT185625	$316.00
SAE Excavator Style Two Lever Controls	AT301434	$250.00
Sixth Function Pedal for Lever Controls	AT185629	$373.00
Sixth Function Pedal for Pilot Controls	AT301485	$308.00
Storage Console	AT416297	$146.00

1 2014 John Deere Backhoe Loader Pct 1

Sun Visor	AT186307	$92.00
Washer Kit, Windshield	AT407078	$96.00
K-Series backhoes except the 310K and 310K EP must order applicable Software Part Number in JDPoint for Field Kit to function properly.		
Overall Vehicle:		
(2) External Rear View Mirrors	AT186155	$282.00
Beacon/Strobe Ready Wiring Kit	AT313589	$34.00
Kit for aftermarket Beacon or Strobe light Kit does not include Beacon		
Environmental Drain Kit	AT393180	$573.00
Fluid Sampling Ports	AT375684	$446.00
Not for use on Stage II (Tier 2) engines. May be used on Stage IIIa (Tier 3) engines.		
Jump Start Booster Kit	AT411249	$128.00
License Plate Bracket and Light	AT187707	$218.00
Master Electrical Disconnect Switch	AT404487	$213.00
Rear Wheel Spacers for Rear Tire Chains	AT347522	$953.00
Rotating Beacon Kit	AT313592	$257.00
Rubber Bumper for Grill Frame	AT406999	$80.00
Slow Moving Vehicle Emblem	AT186288	$111.00
Stabilizer Cylinder Guards (Set of Two)	AT305073	$303.00
Strobe Light Kit	AT313583	$342.00
Magnet mounted.		
Powertrain:		
Autoshift Software	AT417183	$3,432.69
Order through JDPoint		
Engine Air Intake Pre-Cleaner	AT419494	$417.00
Full MFWD Driveshaft Guard	AT325678	$417.00
Severe-Duty Fuel Filter	AT396921	$903.00
For T3 engines only.		

REFERRAL ATTACHMENTS

Description	Code	Price

1 2014 John Deere Backhoe Loader Pct 1

G.R. Mfg.:

G.R. Manufacturing, Inc.
* Kits listed below must be ordered through John Deere.
* F.O.B. Trussville, Alabama
* All kits include installation instructions
* All warranty, repair parts, technical support and assistance, and sales support and assistance will be the responsibility of G.R. Manufacturing, Inc., and will be handled directly between the Dealer and G.R. Manufacturing, Inc.

G.R. Manufacturing, Inc.
4800 Commerce Drive
Trussville, Alabama 35173
Phone: (800)841-8001
Fax: (205)655-8005

Guard, Transmission Bottom "J" Model	AT338274	$1,579.00

Not for use with Low Noise Package or MFWD driveshaft guard.

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1 2014 John Deere Backhoe Loader Pct 1

Zimbra **sandy.suarez@co.hidalgo.tx.us**

RE: Quote from Doggett 310SK- 2014 Backhoe

From : Connie Burkett <Connie.Burkett@tasb.org> Tue, Sep 29
Subject : RE: Quote from Doggett 310SK- 2014 Backhoe
To : 'Sandy Suarez' <sandy.suarez@co.hidalgo.tx.us>
Cc : Maria Gomez <elena.gomez@co.hidalgo.tx.us>

Sandy,

The quote is in compliance with the vendor's award under BuyBoard Contract 424-13.
The backhoe/loader price list provided for 2014 is attached. Pricing for the 310SK begins on page

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Monday, September 28, 2015 2:44 PM
To: Connie Burkett
Cc: Maria Gomez
Subject: Re: Quote from Dogget 310SK- 2014 Backhoe
Importance: High

Ms. Burkett,

I apologize for the delay, please find the attached Quote.

Thank you.

1 2014 John Deere Backhoe Loader Pct 1

From: "Connie Burkett" <Connie.Burkett@tasb.org>
To: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Cc: "Maria Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Monday, September 28, 2015 1:43:40 PM
Subject: RE: Pricelist for a 2014 Backhoe

We only upload the most recent pricing provided by the vendors, which is Jan 2015 in this case.

Pricing for 2014 models is no longer available. If you need me to verify a quote for a 2014 unit, p copy of the quote and I will research the information in our archives.

Respectfully,

Connie W. Burkett, CTPM
Contract Administrator
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152
Fax: 800-211-5454

BuyBoard® Cooperative Purchasing

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Monday, September 28, 2015 1:36 PM
To: Connie Burkett
Cc: Maria Gomez
Subject: Re: Pricelist for a 2014 Backhoe
Importance: High

Ms. Burkett,

We have already tried obtaining information there. This is a 2014 Backhoe 3: 2015 310L models are listed.
Please advice.
Thank you.

From: "Connie Burkett" <Connie.Burkett@tasb.org>

ENTITY	Doggett Heavy Machinery Services, LLC		Status:Active
DUNS: 008117012	+4:	CAGE Code: 1G5F2	DoDAAC:
Expiration Date: May 5, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No	
Address: 900 E Expressway 83 City: San Juan ZIP Code: 78589-4500		State/Province: TEXAS Country: UNITED STATES	

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By
Requested E
Date: 10/9/2

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value
37302	2001 TEREX 860SB 4 WHEEL DRIVE	$57,500.00	10/23/2001	2001	2015	10	14	$5,750.00	$51,750.00
		$57,500.00						**$5,750.00**	**$51,750.00**

Historical Cost - Residual Value = **$51,750.00**

: DAGO RIOS
3y: MARTHA SALAZAR
015

Yearly Depreciatio	Current Depreciation	Current Value
$5,175.00	$51,750.00	$0.00
	$51,750.00	**$0.00**

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	SURPLUS FOR TRADE IN	1601
TRANSFER FROM:	PCT-1	121

TF# _____

CONTACT INFORMATION:

NAME (PRINT ESTEBAN MATA | PHONE. X1446 | FAX NO.: | E-MAIL: esteban.mata@co.hidalgo.tx.us

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	2001 TEREX 860SB 4 WHEEL DRIVE	37302	SMFB44C018EM4733	G
2				
3				
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: ITEM SURPLUSED FOR TRADE PER AI-51575

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	*MARTHA L. SALAZAR*		
Contact Person transferring item(s) out	*RAUL LOZANO*		10-9-15
Person receiving Item(s)	*ROGELIO GARCIA*		
Reviewed & Processed by FA Division	*AGUEDA GARCIA*		

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE _____ INITIAL _____

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

AI-51457 **Purchasing Department** **19. B. 5.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a **Professional Engineering Services Agreement** [on-call as needed basis] as reviewed and approved by legal with **LeFevre Environmental Management Consulting, LLC** for projects located within **Precinct One** with assigned **Contract #C-15-320-10-13**.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be identified once Precinct identifies project(s) by means of work authorization(s).

Attachments

CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/30/2015 02:01 PM
Budget & Management	Veronica Ortiz	09/30/2015 04:08 PM
Glinda Pacheco	Glinda Pacheco	10/07/2015 01:55 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Vangie Garcia		Started On: 09/18/2015 03:51 PM
Final Approval Date: 10/09/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-320-10-13

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Le Fevre Environmental Management Consulting, LLC** professional engineers of **McAllen, Texas** hereinafter called the **"Engineer"**.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for **"Road and Bridge, C.I.P., Drainage Projects** and **Other Projects in General" (on an as needed basis)** for **Hidalgo County Precinct Number 1** hereinafter referred to as the **("Project")**.

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for 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**, are 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 exchange for such services.

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 be effective **October 13, 2015** and will expire **October 12, 2016** (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 herein 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 T**ermination 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 is 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 ***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. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. 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:

I. **RESIDENT OR SITE ENGINEER, INSPECTOR**. Actual performance of services of the 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 T**ermination 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 the 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. Sub-Contracting 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 Stare 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 form 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 entirely 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 form 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 is 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 therefrom 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: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER:
LeFevre Environmental Management Consulting, LLC
Attn: Wesley Richard LeFevre, PE
612 Nolana, Suite 520
McAllen, Texas 78504

The Address may be changed by either party by written notice and 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.

ARTICLE 31. 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 **Engineer** and the **Owner** have caused this Agreement for Professional Services to be effective as of the _____day of _____, **2015**.

ENGINEER:
Le Fevre Environmental Management Consulting, LLC

BY:_____
Wesley Richard LeFevre, PE

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

Approved by Commissioners' Court: _____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
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 A-1

-Request for Qualifications (RFQ)
Procurement Packet

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

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: 2015-006-02-04-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
Tel: (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: 2015-006-02-04-YZV

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	1
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

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

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.: 2015 -006-02-04-YZV- "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, FEBRUARY 04, 2015.**

   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.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. **HIDALGO COUNTY HOLIDAYS**

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. **~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services 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"

2015-006-02-04-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 **March 16, 2015 and ending March 15, 2016**. 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, February 04, 2015. 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, three (3) copies and eight (8) 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.

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 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 Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 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 and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

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.

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 PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

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 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 (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 it's 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).

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.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

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: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

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 & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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.	OFFICE USE ONLY
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.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

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): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____
State of Incorporation: _____ Date:_____ Other: _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt Disadvantaged Business (At Least 51% Ownership) • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other Have you been certified as a HUB or an MBE/WBE source?: • Yes • No Indicate Certification No.(s): _____ or are Certificate(s) attached?: • Yes • No
What type of product(s) is/are solicited by your company?: _____ Would you like to be provided with specifications for procurements of such products?: • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____ Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-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 Owner

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be Provided by the Engineer

Scope of Services

County of Hidalgo - Precinct No. 1

LeFevre Engineering &Management Consulting, LLC

FY 2015-2016

The following is for general "on call" engineering services:

Phase 1 – Study and Report Phase

1. Set-up a project startup meeting with the County staff to review the project requirement and gather all pertinent data.
2. Perform reconnaissance of project area and gather engineering and physical data.
3. Contact all appropriate state, federal and local agencies for permit process, time schedule and construction requirements.
4. Prepare a study and report summary and submit to County for acknowledgment to proceed with preliminary phase.
5. Prepare funding applications for project.

Phase 2 – Preliminary Phase

1. Meet with County personnel and relevant parties to gather information and coordinate project.
2. Consult with sub-consultant regarding engineering requirements for boundary and topographic survey of project area.
3. Analyze the survey of existing utilities that will be affected by any excavation.
4. Study the need for soils testing and perform soils investigation if deemed necessary.
5. Develop preliminary construction plans/profile of project.
6. Submit preliminary engineering plans and profiles to County and other affected entities for preliminary approval of proposed improvements.
7. Prepare engineering report(s), plans, and cost estimates to County.

Phase 3 – Design Phase

1. Analyze detailed surveys of existing underground and overhead utilities within the project.
2. Consult with the utility companies for their consideration of all utility data found. Provide construction plans to the utility companies involve.
3. Prepare detailed specifications and contract drawings for construction.
4. Prepare detailed cost estimates and proposals, which will include bid items and quantities based on unit price system of bidding.
5. Furnish the necessary copies of the approved plans, specifications and proposals to County.

Phase 4 – Bidding/Negotiating Phase

1. Assist the County in the advertisement of project for bids.
2. Assist the County in the opening and tabulation of bids.
3. Analyze the bids and make recommendations for the award of the construction contract.
4. Assist in the preparation of formal Contract Documents.

Phase 5 – Construction

1. Provide periodic construction supervision or full-time inspection.
2. Review shop drawings/submittals.
3. Prepare change orders due to unexpected conditions encountered.
4. Prepare monthly estimates of work performed by Contractor.
5. Assist with pay requests.
6. Prepare record documents.
7. Provide final project close-out.

EXHIBIT C
-Work Schedule

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D

-Engineer's Contract Rates

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Professional Engineering Cost Breakdown

Hidalgo County PCT 1-On Call Engineering Services - FY2015-2016

LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	200	$/Hr
Engineer	175	$/Hr
Project Manager	130	$/Hr
CADD Technician	85	$/Hr
Inspector	75	$/Hr
Administration	65	$/Hr

EXHIBIT E

-Work Authorization

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____, professional engineers of _____, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** 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 project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

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 #1,**_____ as to content and detail of this **Work Authorization No.**___.

HIDALGO COUNTY PRECINCT #1_____.

BY: _____

A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2015.

THE ENGINEER:	**THE OWNER:**
(Firms Name)	**HIDALGO COUNTY**
_____	_____
By: (Name of Engineer)	**By: Ramon Garcia, County Judge**

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT F

-Supplemental Agreement Form

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____ , Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the __ _____day of _____ 2015 concerning engineering for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____ _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article 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 _____, 2015.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G

-Certificate of Insurance (*Hidalgo County*)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Robert Shimanek, III	
Fidelity Benefits & Insurance Services, LLLP 9385 Miller Lane San Antonio, TX 78266	PHONE (A/C, No, Ext): 512-507-0776	FAX (A/C, No): 866-475-1803
	E-MAIL ADDRESS: robert@fidelityoftexas.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : The Travelers Lloyds Insurance Company	
INSURED	INSURER B : The Travelers Indemnity Company	
LeFevre Engineering & Management Consulting, LLC 612 Nolana Suite 520 McAllen, Tx 78504	INSURER C : The Travelers Indemnity Company	
	INSURER D : The Phoenix Insurance Company	
	INSURER E : Tudor Insurance Company	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		5970X620	03/21/2015	03/21/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		5971X192	03/21/2015	03/21/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			3E778571	03/21/2015	03/21/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [X] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		3676T38	03/21/2015	03/21/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			ARA125558100	08/19/2015	08/19/2016	Each Claim Policy Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2013 Chevrolet Silverado VIN 1GCNCPEXXDZ228181

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Contract for review/approval-LeFevre Engineering-Hidalgo County Precinct One

From : Steve Crain <scrain@atlashall.com> Mon, Sep 21, 2015 11:40 AM
Subject : RE: Contract for review/approval-LeFevre Engineering-Hidalgo County Precinct One
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Looks good.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, September 21, 2015 10:58 AM
To: Steve Crain
Subject: Fwd: Contract for review/approval-LeFevre Engineering-Hidalgo County Precinct One

Here you go Mr. Crain, vendor just sent me his updated insurance.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Monday, September 21, 2015 8:38:54 AM
Subject: RE: Contract for review/approval-LeFevre Engineering-Hidalgo County Precinct One

The professional liability insurance has expired.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, September 21, 2015 8:19 AM

AI-51516 **Purchasing Department** **19. C. 1.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Erika Zamora, COMM. PCT. #2

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of the First Amendment to Construction Contract No. C-15-209-07-21 between Hidalgo County and Texas Cordia Construction, LLC, for additional construction services for the extension of work limits in the total amount of $40,525.00 with 30 additional calendar days to original contract for the project: Hidalgo County Precinct #2 -Sioux Road Improvements (from I Road to 3,500 feet East of Raul Longoria Road) as reviewed and approved by Legal Counsel.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-106-0-841

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

BUDGETARY IMPACT:

PO# 729553

As per Ms Erika Zamora, a PO Increase will be submitted by Pct. 2.

Attachments

Contract Amendment 1

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Moises Salazar Started On: 09/23/2015 03:50 PM

Final Approval Date: 10/09/2015

STATE OF TEXAS

COUNTY OF HIDALGO

FIRST AMENDEMENT TO CONSTRUCTION CONTRACT
C-15-209-07-21

This **FIRST AMENDMENT** to Construction Contract No. C-15-209-07-21 "Sioux Road Improvements (from I Road to 3,500 feet East of Raul Longoria Road) dated July 21, 2015, by and between HIDALGO COUNTY, TEXAS ("County") and Texas Cordia Construction, LLC ("Company") is entered into between the undersigned parties effective this 27th day of October, 2015.

WHEREAS, Company and County entered into that certain Contracted dated July 21, 2015, in which Company agreed to provide certain construction services for "Sioux Road Improvements (from I Road to 3,500 feet East of Raul Longoria Road)" in Hidalgo County Precinct No. 2 ("the Contract");

WHEREAS, the parties desire to modify the Scope of Work in the Contract by Exhibit A-1 attached hereto;

WHEREAS, the parties desire to amend the Contract as hereinafter provided;

NOW THEREFORE, for an in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. The Scope of Work of the Contract is modified by the terms and provisions of Exhibit A-1 attached hereto.
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

TEXAS CORDIA CONSTRUCTION, LLC

By: _____
Yara M. Corbitt, President

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

BY: _____

TEXAS CORDIA CONSTRUCTION

3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

EXHIBIT A-1

September 17, 2015

Mr. Raul Sesin, P.E. CFM
District General Manager
Hidalgo County Drainage District No. 1
902 Doolittle Road
Edinburg, Texas 78542

RE: Sioux Road Street Improvements

Mr. Sesin:

Per your request, I have prepared a description of the Scope of Work and Cost Proposal for the performance of extending the work limits 7,025 SY east to the intersection of Cesar Chavez Road and Sioux Road.

The Scope of Works Includes:

No.	Description	Unit Price	Qty	Unit	Amount
1	PRIME COAT (MC-30)(0.20 GAL SY)	$ 2.00	7,025	SY	$14,050.00
2	SCARIFY, PROCESS, PREPARE & STABLIZE (2.5% LIME) EXISTING ROAD SECTION TO ACHIEVE PROPOSED BASE	$ 3.00	7,025	SY	$21,075.00
3	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	$1,500.00	1	LS	$ 1,500.00
4	TRAFFIC CONTROL	$1,500.00	1	LS	$ 1,500.00
5	PAVEMENT MARKINGS	$2,400.00	1	LS	$ 2,400.00
				GRAND TOTAL	**$40,525.00**

The total cost proposal for this change in scope of work is $40,525.00 and will be billed on a per Unit Price schedule as itemized. Additionally, the contact time will be increased 30 Calendar Days to perform this additional work.

Please feel free to contact our office at (956) 627-6181 if you have any questions.

Sincerely,

Yara M. Corbitt, P.E.
President
Texas Cordia Construction, LLC

AI-51722 **Purchasing Department** **19. C. 2.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional review appraisal services providers for (on call as needed basis) for Pct No. 2;

EVALUATION	LEONEL GARZA JR. & ASSOC., LLC	GEORGE JAIME SALAZAR II DBA APPRAISAL HAUS	NITTLER APPRAISAL AND CONSULTING
EVALUATOR# 1	98	91	90
RANKING			

c. Authority for the Purchasing Department to negotiate a professional review appraisal services agreement with the No.1 ranked firm of _____ for professional review appraisal services (on call as needed basis) Pct. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-339

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

BUDGETARY IMPACT:

On Call As Needed Basis. Pct will identify funding.

Available Bal. as of 10-8-15 $2,080.00

Attachments

Scoring Grid-Appraisal Services

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/08/2015 02:20 PM

Budget & Management	Debbie Tamez	10/08/2015 02:44 PM
Manuel Chapa	Manuel Chapa	10/08/2015 04:32 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Rocio Villarreal Started On: 10/08/2015 11:13 AM

Final Approval Date: 10/09/2015

HIDALGO COUNTY PRECINCT NO 2

FOR

APPRAISAL SERVICES

Scoring & Evaluation GRID

Total Scores	**LEONEL GARZA JR. & ASSOC., LLC**	**GEORGE JAIME SALAZAR II DBA APPRAISAL HAUS**	**NITTLER APPRAISAL AND CONSULTING**
Evaluator# 1	98	91	90
Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-51697 **Purchasing Department** **19. C. 3.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval of Work Authorization No. 4 (with an estimated cost of $569,547.12) as submitted by L&G Engineering, Contract No. C-15-046-03-03, to provide the Environmental Assessment, Public Involvement and Schematic Design for the Pct. 2's Regional Linear Park Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-452-00-122-110-0-841

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

BUDGETARY IMPACT:

Funding pending approval of AI#51750 CC 10/13/15.

Attachments

Work Authorization No. 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/08/2015 11:47 AM
Budget & Management	Debbie Tamez	10/08/2015 02:36 PM
Glinda Pacheco	Glinda Pacheco	10/08/2015 05:04 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Erika Zamora		Started On: 10/06/2015 05:46 PM
Final Approval Date: 10/09/2015		

L&G Engineering
Transportation Consultants

October 7, 2015

Mr. Armando Garza, Jr., Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Pct 2 Regional Linear Park Project
Work Authorization No. 4

Dear Mr. Garza,

Attached for your review and approval is Work Authorization No. 4 for the subject referenced project (Contract: C-15-046-03-03). This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

A detailed description of the work to be provided under this work authorization is included in the attached Exhibit B.

Should you have any questions, please feel free to give me a call at (956) 585-1909.

Sincerely,

David A. Saenz, P.E., C.F.M.
Project Manager

cc: Mr. Jacinto Garza, P.E. – L&G Engineering

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-046-03-03
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L & G Consulting Engineers, Inc.** *d/b/a* **L & G Engineering**, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide:

Environmental Assessment, Public Involvement and Schematic Design for the Pct 2 Regional Linear Park Project.

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 **$569,547.12**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D" Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:
Account No. _____
Requisition Number _____

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 **Eduardo Cantu** as to content and detail of this **Work Authorization No. 4**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS
Exhibit A – Services to be Provided by the Owner
Exhibit B – Services to be Provided by the Engineer
Exhibit C – Work Schedule
Exhibit D – Fee Schedule

EXHIBIT "A"

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** for the Environmental Assessment, Public Involvement and Schematic Design of the proposed Regional Linear Park Project located within the Cities of Pharr, San Juan & McAllen and within the limits of South San Antonio Avenue to South 2nd Street in Hidalgo County hereinafter denoted as the **Project**.

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 the 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 **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 Exhibit "C" attached to this Work Authorization.

6) Attend and participate in progress meetings as required and as coordinated and conducted by **Engineer**.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1 - PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Environmental Assessment, Public Involvement, and Schematic Design for the Hidalgo County Pct. 2 Regional Linear Park Project

LENGTH: 7.8 Miles (Approx.)

HIGHWAY: Prop. Linear Park

LIMITS: From San Antonio Ave. (San Juan) to 2nd Street (McAllen)

EXISTING FACILITY

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)
_X_ Pedestrian Facility – Linear Park

ENGINEER shall mean L&G Consulting Engineers, Inc.

STATE shall mean Texas Department of Transportation (TxDOT).

COUNTY shall mean the Hidalgo County.

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	COUNTY		
YES	NO	1.	Route Location Studies
N/A	N/A	2.	Level of Service Analysis
N/A	N/A	3.	Traffic Evaluations and Projections
YES	NO	4.	Develop Roadway Design Criteria (Hike & Bike Trail Criteria)
YES	NO	5.	Preliminary Cost Estimates
YES	NO	6.	Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
YES	NO	7.	Preliminary Right-of-Way Requirements
YES	NO	8.	Design Concept Conference
		9.	Soil Core Hole Drilling
NO	NO		a. Pavement
NO	NO		b. Retaining Walls
NO	NO		c. Miscellaneous Structures
NO	NO		d. Bridges

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4
SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Function Code 120)

Services Provided By: ENGINEER	COUNTY	
		1. Environmental Reports All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
		a. Environmental Assessments
YES	NO	(1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.
N/A	N/A	(2) An Environmental Assessment shall be prepared, anticipating a Finding of No Significant Impact.
N/A	N/A	(3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.
		b. Environmental Impact Statement
N/A	N/A	(1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.
N/A	N/A	(2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.
		2. Public Involvement All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.
YES	NO	a. A public involvement meeting(s)/hearing(s) shall be scheduled, coordinated and conducted.*****
YES	NO	b. Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contracts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.
		3. Cultural Resources Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the COUNTY.
YES	NO	a. Historic Structure Studies A records search and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
		b. Archeological Studies
YES	NO	(1) Files searches shall be conducted to determine if known archeological sites are present; to identify whether these sites have been listed or determined eligible for the National Register of Historic Places or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
YES	NO	(2) Archeological reconnaissance will be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
YES	NO	(3) Archeological survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	COUNTY	
		4. Noise and Air Quality Analyses
N/A	N/A	a. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis or a summary of the noise analysis shall be included in the environmental document for the project.
N/A	N/A	b. Air Quality Analysis An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis or a summary of the air quality shall be included in the environmental document for the project.
YES	NO	5. Ecological Investigations A wetland survey and if necessary, a wetland delineation shall be conducted and a "wetland finding" shall be provided if necessary. As part of the environmental phase of the project, the consultant should notify the District if it is believed that a Section 404 or Section 9 permit is required, and provide the technical data to the District for application to the U.S. Army Corps of Engineers and/or the U.S. Coast Guard. A determination should be made if there are potential federally listed endangered or threatened species that could be impacted. The District will be notified as soon as possible that Section 7 or 10 consultations may be required. Supporting data will be furnished to the district when consultation with the U.S. Fish and Wildlife Service is undertaken.
YES	NO	6. Hazardous Materials The consultant shall perform an Environmental Site Assessment for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
YES	NO	7. General Guidelines for Preparation of Environmental Documents a. The Biological Impact Evaluation Report will be prepared and submitted electronically to TxDOT. b. All cultural resource reports (i.e. Archeological and Historical Project Coordination Requests (PCRs), background and reconnaissance surveys) will be submitted electronically to TxDOT. c. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site. d. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44. e. The administratively complete document will be submitted to TxDOT electronically through their FTP site. f. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client, one (1) hardcopy to the district, and (3) hardcopies to TxDOT ENV. g. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(4) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(5) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(6) Direction of traffic flow on all roadways.
		(7) The geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

Services Provided By: ENGINEER	COUNTY	
YES	NO	2. General Guidelines for Project Development *(continued)*

e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.

f. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.

g. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project.

EXHIBIT C
PROJECT DEVELOPMENT SCHEDULE
Regional Linear Park Project - Phase I
From San Antonio Ave. to 2nd Street
Length = 7.80 miles

TASK AND DESCRIPTION	FIRM	2015			2016												2017											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Phase I: EA, Public Involvement, Schematic																												
Public Involvement																												
Develop Alternatives & Matrix	L&G																											
Advertise & Conduct Public Meeting	L&G																											
Select TPA	L&G																											
Public Hearing (If Reqd.)	L&G																											
Schematic																												
Develop Schematic	L&G																											
TxDOT Review & Revisions (w/ L&G Coord. & Updates)	TxDOT																											
TxDOT Schematic Approval	TxDOT																											
Environmental Document																												
Draft Environmental Document, Field Visits, etc…	L&G																											
Submit Final Draft Document	L&G																											
Agency Review & Revisions (w/ L&G Coord. & Updates)	TxDOT																											
Environmental Decision	TxDOT																											

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION (W/ L&G COORD WHERE NOTED)
HIDALGO COUNTY FUNCTION

EXHIBIT D
FEE PROPOSAL

Hidalgo County Pct 2 Regional Linear Park Project
Work Authorization #4

		MANHOURS								
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Senior Environmental Scientist	ROW Administrator	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
	CONTRACT RATE (FY 2015)	**$ 218.04**	**$ 180.66**	**$ 133.94**	**$ 93.45**	**$ 152.63**	**$ 105.91**	**$ 62.30**		
WA #4 - Pct 2 Regional Linear Park Project Environmental Assessement, Public Involvement & Schematic Design										
1	Environmental Document with TxDOT					894		256	1150	$ 152,400.02
2	Public Involvement for the project with stakeholders and 1 Public meeting	26	38	48				23	135	$ 20,396.14
3	Archeological and Historical Research					145		46	191	$ 24,997.15
4	Engineering Technical Support at Public Meetings with Layouts, etc.	30	43	60	74			36	243	$ 31,504.08
5	Schematic for Linear Park (Plan & Profile)	38	160	232	400				830	$ 105,645.20
6	Schematic Design for Linear Park Tunnel Crossings at 4 Roadway Crossings (I Rd., Ridge Rd., E. Moore Rd., and US 281) To be approved by County & TxDOT	50	117	170	184				521	$ 72,003.82
7	Schematic Design for Linear Park Bridges at 2 Irrigation Crossings & 1 Drainage Ditch Crossing for TxDOT, Drainage District & Irrigation District Approval	38	82	110	173				403	$ 53,999.89
8	Office Surveys for Schematic (Prel. Ownership Identification and Property Rights)	8	31	45	63			28	175	$ 21,003.83
9	Preliminary Compensable Utilities Identification on Schematic	10	26	44	56				136	$ 18,004.12
10	Update Schematic based on comments provided by TxDOT/FHWA for schematic and EA update w/ FHWA	20	44	70	89				223	$ 30,002.69
11	Engineering Technical Support at Public Hearing with Layouts, etc.	6	10	16	28			18	78	$ 8,995.88
12	Public Involvement for 1 Public Hearing	28	56	78				63	225	$ 30,594.30
	Subtotal Hours	**254**	**607**	**873**	**1067**	**1039**	**0**	**470**	**4310**	**$ 569,547.12**

Grand Total	**$ 569,547.12**

AI-51487 **Purchasing Department** **19. D. 1.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated Professional Surveying Services agreement with **ARANDA & ASSOCIATES, INC**. [as ranked by CC on 09-29-15] for the purposes of **Surveying Services** for [Job Specific Project] -**County Owned Portion at Hillcrest Cemetery** located within **Hidalgo County Precinct No. 4.**

BACKGROUND

Prof Surveying Svcs Agreement - Aranda & Associates - Pct 4

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-30-124-166-0-339

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

BUDGETARY IMPACT:

Funding will be provided through Emergency Transfer - Req#00285369.

Attachments

Agreement-Aranda & Assoc-Pct 4 (Co Owned Portion Hillcresst Cemetery)

legals approval-Aranda & Assoc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/30/2015 02:10 PM
Budget & Management	Veronica Ortiz	09/30/2015 04:10 PM
Glinda Pacheco	Glinda Pacheco	10/08/2015 01:36 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Letty Saenz		Started On: 09/22/2015 02:24 PM
Final Approval Date: 10/09/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-15-337-10-13

THIS AGREEMENT is made effective the **13th** day of **October, 2015**, by and between the **County of Hidalgo, Texas** ("County") and **Aranda & Associates, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Job Specific" Project - County Owned Portion at Hillcrest Cemetery,** 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: **"Job Specific" Project -County Owned Portion at Hillcrest Cemetery,** 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 **October 13, 2015,** expiring, **October 12, 2016** 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. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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: **Aranda & Associates, Inc.**
Attn: James Aranda, R.P.L.S.
1552 Dove Avenue
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 Unites 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 Agreement.

22. 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.

23. 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.

24. 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.

25. 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).

26. 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 _____, **2015**.

SURVEYOR:
ARANDA & ASSOCIATES, INC.

BY:_____
James Aranda, R.P.L.S./President

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on _____, 2015.

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

Date_____

_____
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: 2015-010-02-04-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: 2015-010-02-04-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

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2015-010-02-04-MEG

Acceptance Due Date: **February 04, 2015**

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– 2015-010-02-04-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, February 04, 2015.**

   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.	February 04, 2015
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY APPROVED HOLIDAYS-

2015 YEAR	
New Year's Eve & Day	01/01/15
Martin Luther King Day	01/19/15
President's Day	02/16/15
Good Friday	04/03/15
Memorial Day	05/25/15
Independence Day	07/03/15
Labor Day	09/07/15
Columbus Day	10/12/15
Veteran's Day	11/11/15
Thanks Giving Day	11/26 thru 11/27/15
Christmas Day	12/24 thru 12/25/15
New Years Eve	12/31/15

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, 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. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;

- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA,

FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Surveyors Services Pool"
RFQ NO: 2015-010-02-04-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: _____

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 **March 16, 2015** and ending **March 15, 2016.** 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, February 04, 2015. 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 (3) hard copies and two (8) 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 2015-010-02-04-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 of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks

to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Monday January 26, 2015 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, January 28, 2015. 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)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2015-010-02-04-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
	Total Score	

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE | DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT 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_____.

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.

County Executive Office

2818 S. Bus. Hwy. 281 Edinburg, Texas 78539 Phone: (956) 292-7655 Fax: (956) 292-7034

HIDALGO COUNTY
2015 HOLIDAYS

New Year's Day	**January 01, 2015 (Thursday)**
Martin Luther King Day	**January 19, 2015 (Monday)**
Presidents' Day	**February 16, 2015 (Monday)**
Good Friday	**April 03, 2015 (Friday)**
Memorial Day	**May 25, 2015 (Monday)**
Independence Day	**July 03, 2015 (Friday)**
Labor Day	**September 07, 2015 (Monday)**
Columbus' Day	**October 12, 2015 (Monday)**
Veterans' Day	**November 11, 2015 (Wednesday)**
Thanksgiving	**November 26 & 27, 2015 (Thursday/Friday)**
Christmas	**December 24 & 25, 2015 (Thursday/Friday)**
New Years' Eve	**December 31, 2015 (Thursday)**

Approved by Commissioners' Court on: November 10, 2014.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2015-010-02-04-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

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

_____ _____
SIGNATURE DATE

EXHIBIT “A”

Scope of Services to be provided by the Surveyor

Scope, Cost Proposal, and Fee Schedule No. Q - 1525

Jose Ochoa
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg
TX 78542

Aranda and Associates Inc., 1552 Dove Ave., McAllen Texas 78504, Ph. (956) 631-0944, Fax (956) 631-0992

Quoted By: Danny Davis

Scope, Cost Proposal, and Fee Schedule

SCOPE, COST PROPOSAL, AND FEE SCHEDULE DATE	SCOPE, COST PROPOSAL, AND FEE SCHEDULE TOTAL	VALID TO
2 Sep 2015	**2,295.00**	2 Oct 2015

HILLCREST CEMETERY BOUNDARY SURVEY

SCOPE OF WORK: Boundary survey to clarify boundary lines of Tract 1 (0.872 AC) and Tract II (5.00 AC)

	QTY	RATE	AMOUNT
FEE SCHEDULE			
DATA AQUISITION AND DRAFTING			
DATA - MAPS Research and Obtain Subdivision, Partition, Survey, County, etc. Maps (estimate Tech Hrs.)	2.00	70.00	(TE) 140.00
DATA - APPRAISAL/TAX DISTRICT Research and Abstract subject and adjoining ownership and property info (estimated Tech Hrs.)	0.50	70.00	(TE) 35.00
DATA - COUNTY CLERK Research and Abstract subject and adjoining Deeds for property descriptions and Deed Docs for easement descriptions (estimated Tech hrs)	0.50	70.00	(TE) 35.00
DATA - RAILROAD ROW Obtain Railroad ROW descriptions (estimated RPLS Hrs)	1.00	125.00	(TE) 125.00
DATA - TxDOT ROW Research/Abstract State ROW info (estimated Tech hrs)	1.00	70.00	(TE) 70.00
DATA - IRRIGATION ROW Obtain Irrigation Pipeline/Canal ROW descriptions (estimated RPLS Hrs)	1.00	125.00	(TE) 125.00
DATA - DRAFTING DATA Analyze, Summarize and Prep Working Sketches, Maps, Data Files, etc., of obtained data (estimated CAD Hrs.)	4.00	60.00	(TE) 240.00
FIELD WORK			

FIELD - SURVEY BOUNDARY Find and survey boundary lines of Parent Tract(s) (estimated Crew Hrs.)	4.00	181.00	(TE) 724.00
FIELD - MONUMENT CORNERS Monument Final boundary corners (estimated Crew Hrs.)	1.00	166.00	(TE) 166.00
FIELD - SURVEY MANAGER Direction, supervision, management in the field (estimated Hrs.)	1.00	90.00	(TE) 90.00
PROCESSING, ANALYTICS, CALCULATIONS			
PROCESSING - FIELD DATA Download, summarize and draft all field data (estimated Tech Hrs.)	1.00	70.00	(TE) 70.00
PROCESSING - BOUNDARY ANALYTICS Analysis of all data and determination of boundary location (estimated RPLS Hrs)	1.00	125.00	(TE) 125.00
PRODUCT / DELIVERABLES PREP			
PRODUCT PREP - SURVEY MAP Create and prepare overall/comprehensive survey MAP/exhibit (estimated CAD time x # of maps)	1.00	60.00	(TE) 60.00
PRODUCT PREP - M&B's / LEGALS Create and prepare final Legal Descriptions (estimated Tech time x # of descriptions)	2.00	70.00	(TE) 140.00
PRODUCT PREP - Prints and Re-Production # of prints	5.00	5.00	(TE) 25.00
ADMIN AND EXPENSES			
ADMIN - GENERAL ADMIN Work QA/QC, Certification, Management (estimated Principle RPLS Hrs.)	1.00	125.00	(TE) 125.00

Subtotal	2,295.00
Tax 8.25%	0.00
Total $	2,295.00

Terms:

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional services and labor are required, we will inform you prior to proceeding with the work.

I have read and understand the work estimate term and hereby accept this estimate and wish to proceed with this work. Signature: _____

EXHIBIT “B”

Surveying Cost Proposal/Fee Schedule

Scope, Cost Proposal, and Fee Schedule No. Q - 1525

Aranda & Associates, Inc.
Land Surveying • Engineering • GIS
Right-Of-Way Services • HSE Training
McAllen, Texas

Jose Ochoa
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg
TX 78542

Aranda and Associates Inc., 1552 Dove Ave., McAllen Texas 78504, Ph. (956) 631-0944, Fax (956) 631-0992

Quoted By: Danny Davis

Scope, Cost Proposal, and Fee Schedule

SCOPE, COST PROPOSAL, AND FEE SCHEDULE DATE	SCOPE, COST PROPOSAL, AND FEE SCHEDULE TOTAL	VALID TO
2 Sep 2015	2,295.00	2 Oct 2015

HILLCREST CEMETERY BOUNDARY SURVEY

SCOPE OF WORK: Boundary survey to clarify boundary lines of Tract 1 (0.872 AC) and Tract II (5.00 AC)

	QTY	RATE	AMOUNT
FEE SCHEDULE			
DATA AQUISITION AND DRAFTING			
DATA - MAPS Research and Obtain Subdivision, Partition, Survey, County, etc. Maps (estimate Tech Hrs.)	2.00	70.00	(TE) 140.00
DATA - APPRAISAL/TAX DISTRICT Research and Abstract subject and adjoining ownership and property info (estimated Tech Hrs.)	0.50	70.00	(TE) 35.00
DATA - COUNTY CLERK Research and Abstract subject and adjoining Deeds for property descriptions and Deed Docs for easement descriptions (estimated Tech hrs)	0.50	70.00	(TE) 35.00
DATA - RAILROAD ROW Obtain Railroad ROW descriptions (estimated RPLS Hrs)	1.00	125.00	(TE) 125.00
DATA - TxDOT ROW Research/Abstract State ROW info (estimated Tech hrs)	1.00	70.00	(TE) 70.00
DATA - IRRIGATION ROW Obtain Irrigation Pipeline/Canal ROW descriptions (estimated RPLS Hrs)	1.00	125.00	(TE) 125.00
DATA - DRAFTING DATA Analyze, Summarize and Prep Working Sketches, Maps, Data Files, etc., of obtained data (estimated CAD Hrs.)	4.00	60.00	(TE) 240.00
FIELD WORK			

FIELD - SURVEY BOUNDARY Find and survey boundary lines of Parent Tract(s) (estimated Crew Hrs.)	4.00	181.00	(TE) 724.00
FIELD - MONUMENT CORNERS Monument Final boundary corners (estimated Crew Hrs.)	1.00	166.00	(TE) 166.00
FIELD - SURVEY MANAGER Direction, supervision, management in the field (estimated Hrs.)	1.00	90.00	(TE) 90.00
PROCESSING, ANALYTICS, CALCULATIONS			
PROCESSING - FIELD DATA Download, summarize and draft all field data (estimated Tech Hrs.)	1.00	70.00	(TE) 70.00
PROCESSING - BOUNDARY ANALYTICS Analysis of all data and determination of boundary location (estimated RPLS Hrs)	1.00	125.00	(TE) 125.00
PRODUCT / DELIVERABLES PREP			
PRODUCT PREP - SURVEY MAP Create and prepare overall/comprehensive survey MAP/exhibit (estimated CAD time x # of maps)	1.00	60.00	(TE) 60.00
PRODUCT PREP - M&B's / LEGALS Create and prepare final Legal Descriptions (estimated Tech time x # of descriptions)	2.00	70.00	(TE) 140.00
PRODUCT PREP - Prints and Re-Production # of prints	5.00	5.00	(TE) 25.00
ADMIN AND EXPENSES			
ADMIN - GENERAL ADMIN Work QA/QC, Certification, Management (estimated Principle RPLS Hrs.)	1.00	125.00	(TE) 125.00

Subtotal	2,295.00
Tax 8.25%	0.00
Total $	2,295.00

Terms:

Note: This estimate is not a contract or a bill. It is our best guess at the total price to complete the work stated above, based upon our initial inspection, but may be subject to change. If prices change or additional services and labor are required, we will inform you prior to proceeding with the work.

I have read and understand the work estimate term and hereby accept this estimate and wish to proceed with this work. Signature: _____

EXHIBIT “C”

Insurance Requirements

ARAND-1 OP ID: WF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2015

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Wendy Gray PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9856 E-MAIL ADDRESS: Gray@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER A : The Travelers Lloyds Ins. Co. — 41262 INSURER B : Travelers Indemnity Co of Amer INSURER C : The Charter Oak Fire Ins. Co. — 25615 INSURER D : Continental Casualty Co. — 20443 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			PACP6199P931COF	02/11/2015	02/11/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			BA6234P556GRP	02/11/2015	02/11/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2015	02/11/2016	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB3408T860	02/11/2015	02/11/2016	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2015	06/13/2016	Per Claim Aggregate		1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **HIDAED1**

Hidalgo County Precinct 4
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

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Reveiw & Approve Agreement #C-15-301-10-13-Aranda & Associates Inc-(job specific) - Co Owned Portion -Hillcrest Cemetery - Pct 4

From : Steve Crain <scrain@atlashall.com> Tue, Sep 22, 2015 04:39 PM

Subject : RE: Reveiw & Approve Agreement #C-15-301-10-13-Aranda & Associates Inc-(job specific) - Co Owned Portion -Hillcrest Cemetery - Pct 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: Tuesday, September 22, 2015 4:07 PM
To: Steve Crain
Cc: Marynel Trevino; Maria Lucio; Martha L. Salazar
Subject: Re: Reveiw & Approve Agreement #C-15-301-10-13-Aranda & Associates Inc-(job specific) - Co Owned Portion -Hillcrest Cemetery - Pct 4

Mr. Crain-

Please disregard form of agreement previously sent and review and approve revised document (attached hereto) reflecting correct firm: **Aranda & Associates, Inc.-Surveying Services for Co Owned Portion of Hillcrest Cemetery** in **Pct. 4.**

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: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Steve Crain" <scrain@atlashall.com>
Cc: "Marynel Trevino" <mntrevino@atlashall.com>, "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, September 22, 2015 3:15:04 PM
Subject: Reveiw & Approve Agreement #C-15-301-10-13-Aranda & Associates Inc-(job specific) - Co Owned Portion -Hillcrest Cemetery - Pct 4

Mr. Crain-

Please review & approve as to form agreement (attached hereto) with **Aranda & Associates, Inc.** for the purposes of: **Surveying Services** for **(job specific project) County Owned Portion at Hillcrest Cemetery** in **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

AI-51715 **Purchasing Department** **19. D. 2.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Precinct No. 4-Feasibility Study and Level of Service Analysis for Proposed Overpass at SH 107 and FM 2128 (Schunior):

EVALUATION	**COOK-JOYCE, INC.**	**CRUZ-HOGAN CONSULTANTS, INC.**	**L&G ENGINEERS**
SCORING	97	95	99
RANKING			

C. Authority for the Purchasing Department to negotiate a professional engineering services contract commencing with the No. 1 ranked firm _____for engineering services for Precinct No. 4-Feasibility Study and Level of Service Analysis for Proposed overpass at SH 107 and FM 2128 (Schunior St.).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-339

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

BUDGETARY IMPACT:

Funds available as of 10/09/15.

Attachments

Scoring Grid

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	10/08/2015 12:00 PM

Budget & Management	Debbie Tamez	10/08/2015 02:41 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Rocio Villarreal Started On: 10/08/2015 08:26 AM

Final Approval Date: 10/09/2015

HIDALGO COUNTY PRECINCT NO 4
FOR
Feasibility Study and Level of Service Analysis for Proposed Overpass at SH 107 and FM 2128

Scoring & Evaluation Grid

Total Scores	***COOK-JOYCE, INC.***	***CRUZ-HOGAN CONSULTANT, INC.***	***L&G ENGINEERS***
Evaluator 1	97	95	99
RANKING			

Scoring & Evaluation was completed by Pct No 4

AI-51599 **Purchasing Department** **19. E. 1.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of the scoring/evaluation grid [for purpose of CC determination as "Qualified"] so as to proceed with next step of the procurement process of the sole response received from Dr. Ivan Melendez, MD (as detailed in documentation attached herein) for: RFQ NO: 2015-309-09-16-MEG-Physician/Health Authority for Hidalgo County Health and Human Serivces Department Services.

Grader 1	95
Grader 2	87
Grader 3	85
Grader 4	88
Grader 5	85
Total Avg. Score	88

B. Authority for Purchasing Department to negotiate a professional physician services contract with the sole & qualified respondent for the provision of: "Physician/Health Authority for Hidalgo County Department of Health and Human Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-001-0-540

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

BUDGETARY IMPACT:

Account available balance as of 10-8-15 $12,300.00

Attachments

Acceptance Sheet and Participating Sheet

Scoring Grid

Form Review

Inbox **Reviewed By** **Date**

Purchasing Department	Marty Salazar	10/08/2015 11:23 AM
Budget & Management	Veronica Ortiz	10/08/2015 11:29 AM
Manuel Chapa	Manuel Chapa	10/08/2015 02:01 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Elena Gomez Started On: 09/29/2015 04:11 PM

Final Approval Date: 10/09/2015

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME- Hidalgo County Health Department

DESCRIPTION OF RFQ: - Chief Physician Services

RFQ OPENING DATE: September 16, 2015	**RFQ OPENING TIME: 9:30 A.M.**
RFQ NO: 2015-309-09-16-MEG	**BUYER: ELENA GOMEZ**
NAME OF COMPANY	**ACKNOWLEDGEMENT RECEIPT**
1. Ivan G. Melendez M.D. Mission, Texas	✔
2.	
3.	
4.	
5.	
6.	
7.	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: September 16, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Health and Human Services "Chief Physician Services"

RFQ NO: 2015-203-09-16-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.	Ivan G. Melendez, M.D. Ivanmelendez1960@hotmail.com	Email IP	Elena Gomez	08/31/15	3304 N. Bryan Rd Mission, Tx 78573 956-212-0902
2.	Maxim Staffing Solutions Jadd Martinez jamartin@maxhealth.com	Email	Elena Gomez	08/31/15	104 Traffic Way Ste. A Arroyo Grande, Ca 93420
3.	Staff Care Stephanie Hawkins Stephanie.hawkins@staffcare.com	Email	Elena Gomez	08/31/15	5001 Statesman Drive, Irving Texas 75063
4.	The Healing Staff Inc. Kristen Landers k.landers@thehealingstaff.com	Email	Elena Gomez	08/31/15	10100 Reunion Place #750 San Antonio, Texas 78216
5.	Lackson & Coker Courtney Lemke clemke@jaskoncoker.com	Email	Elena Gomez	08/31/15	3000 Old Alabama Rd. Suite 119-608 Alpharetta,GA 30022
6.	Solvere Inc. Brenda Schlenker Brenda.schlenker@solvereinc.com	Email	Elena Gomez	08/31/15	901 Calle Amanecer Ste. 300 San Clemente, CA 92673
7.	Dr. Marin Garza Docswife722@aol.com		Elena Gomez	08/31/15	
8.	Supple Mental Health Care Nikita Fields nfields@supplementalhealthcare.com	Email	Elena Gomez	08/31/15	6600 Peachtree Dunwoody Road Building 400 Suite 125 Atlanta, GA 30328 770-225-8466

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

"CHIEF PHYSICIAN/HEALTH AUTHORITY FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT"
RFQ NO: 2015-309-09-16-MEG

EVALUATION GRID

	DR. IVAN MELENDEZ
Grader #1 Hidalgo County Purchasing Department	95
Grader #2 Hidalgo County Health and Human Srvs	87
Grader #3 Hidalgo County Health and Human Srvs	85
Grader #4 Hidalgo County Health and Human Srvs	88
Grader #5 Hidalgo County Health and Human Srvs	85
Total Avg. Scores:	**88**

AI-51443 **Purchasing Department** **19. E. 2.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of First Amendment [approved by legal] to Contract #C-14-088-02-11 for the provision of "Medicaid 1115 Waiver Texas Healthcare Tranformation And Quality Improvement Program" with Kevin Nolting, dba, Nolting Consulting Services due to revisions of scope of services [elimination of several service components] and monthly fees from **$7,500.00** to **$2,500.00** effective September 1, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1100-444-00-240-005-0-320

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

BUDGETARY IMPACT:

Existing PO#722086 will continue to be utilized as this request is to lower the monthly fee rates.

Attachments

Original Consulting Services Contract

Revised Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/08/2015 11:54 AM
Budget & Management	Debbie Tamez	10/08/2015 02:31 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Vangie Garcia		Started On: 09/18/2015 08:34 AM
Final Approval Date: 10/09/2015		

SPECIAL MEETING - February 11, 2014

BE IT REMEMBERED, that on this 11th day of February A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

On motion by COMMISSIONER PCT. 3, JOE M. FLORES,seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. Health & Human Services Dept.

1. AI-42990 Acceptance and approval of a negotiated Consulting Services Contract with Kevin Nolting, dba, Nolting Consulting LLC for the provision of "The Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" as Commissioners Court previously approved exemption of a professional service on December 20, 2013-AI#41730.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. AI-42666 Presentation of responsible, lowest and best bid received as detailed in tabulation sheet contained herein and meeting all specifications and/or requirements for the purpose of award with approval of contract for RFB titled: Hidalgo County Health & Human Services Department- " Funeral and Burial Services for Hidalgo County Qualified Indigent Families" through project No.: 2014-008-01-08-SGS.

Mr. Lee Castro, President of the Funeral Director Association, would like the court to consider rebidding due to those whom were sent a packet, did not receive them. He stated there are many funeral directors that did not receive a notice of bids and would like the opportunity to given to those whom could possibly offer better bids.

Bid packets were sent out to 10 funeral homes and only received 2 bids. Mrs. Marty Salazar stated they have done their due diligence and feels rebidding would cost the county money that is unnecessary.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

E. Elections Department

1. AI-42952 A. Acceptance and approval of a claim from STAPLES ADVANTAGE Invoice #3212575992 in the amount of $17.34 arising from PO#699546 as supplies are used through the year as detailed in Memo dated 01-29-14 and do not fall under the HC Accounting Procedures Manual, Non-Travel Meals, Refreshments, and Related Expenses;

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

APPROVED

AI-42990 **Purchasing Department 41. L. 1.**

CC REGULAR

Meeting Date: 02/11/2014

Submitted For: Eduardo Olivarez, Chief Administrator **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a negotiated Consulting Services Contract with Keving Nolting, dba, Nolting Consulting LLC for the provision of "The Medicaid 1115 Waiver Texas Healthcare Transformation And Quality Improvement Program" as Commissioners Court previously approved exemption of a professional service on December 20, 2013-AI#41730.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1100-444-00-240-005-0-320

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

BUDGETARY IMPACT:

Attachments

Agreement Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/04/2014 03:02 PM
Purchasing Department	Marty Salazar	02/04/2014 03:02 PM
Budget & Management		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 02/04/2014 10:48 AM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSULTING SERVICES CONTRACT FOR THE MEDICAID 1115 WAIVER TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM

THIS Agreement, made and entered into this 11th day of February, 2014 by and between **HIDALGO COUNTY, TEXAS** (the "County") and **Kevin Nolting dba Nolting Consulting LLC**, (the "Consultant") and confirms that the County has chosen the Consultant to assist and support Hidalgo County with its Anchor Duties and help coordinate with the Regional Healthcare Partnership (RHP) participants and Texas Health & Human Services Commission (HHSC) pertaining to the RHP Plan.

ENGAGEMENT & SCOPE OF SERVICES

Hidalgo County is serving as the "Anchor" for Region 5 in the development and coordination of the Regional Health Plan required by the Medicaid 1115 Waiver. Consultant will work closely with the County and its designated representative and staff. As the Anchor, Consultant and the County will need to work closely with the region's performing providers and rely on their input as well as to compile the necessary information required by HHSC and/or the Center for Medicare and Medicaid (CMS).

The Consultant will support the Anchor by:

1. Assisting with interactions with HHSC in responding to CMS on RHP 5 questions and issues;
2. Coordinating, screening, and assisting in obtaining answers from HHSC on issues that arise relating to RHP 5;
3. Providing policy updates to Anchor and regional stakeholders as directed by protocols and new interpretations made by HHSC and/or CMS;
4. Assisting Anchor in reviewing information provided by HHSC related to requested Intergovernmental Transfers (IGT) processing and communicating that information to performing providers who are eligible for waiver reimbursements;
5. Assisting Anchor staff with all Regional Learning Collaborative activities (as needed) including documentation and reporting;
6. Assist Anchor staff in compiling and submitting annual required reporting; and
7. Other Anchor support functions mutually agreed upon.

COMMUNICATION WIH THE COUNTY

Consultant will make himself available to the County for discussion regarding services provided under this agreement at reasonable times, and at the request of the County.

EXPENSES

Consultant's fee for these professional services will be a flat fee of $7,500.00 (Seven Thousand Five Hundred Dollars) per month. Any out-of town travel and other out-of-pocket expenses will require prior written approval by the County and will be according to Hidalgo County's travel policies. The County will be responsible for only the fees directly related to the time spent on the preparation and writing of Region 5's Regional Healthcare Partnership (RHP) Plan and will bear expenses for general research and preparation on a pro rata basis with any other Clients of Consultant. Consultant will provide County with an itemized billing statement each month detailing services rendered.

TERM

The term of this engagement will commence upon the execution of this agreement and terminate on September 30, 2016. The parties agree that Consultant shall use its best efforts to conclude its work in a timely manner, and the County agrees to use its best effort to provide the information requested in a timely manner. Either party may terminate this agreement with or without cause by giving 60 days written notice to the other party. If the agreement is terminated by the Consultant before the termination date all research and work product regarding the County's plan will be turned over to the County and the County will be reimbursed for half the fees billed up to the date of the termination notice. If the County terminated the agreement before the termination date the Consultant will be paid for the services billed and payable up to the notice of termination and any work done by Consultant after the notice will require prior written approval by the County.

INSURANCE COVERAGE

At all times during the term of this Agreement, Consultant shall maintain insurance in force on all its vehicles and 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.

INDEMNIFICATION

The Consultant shall indemnify and hold County, its affiliated entities, and their respective directors, officers, employees, agents, and representatives, harmless from and against any and all claims, actions, liabilities, damages and expenses (including but not limited to costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) arising out of, caused by, resulting from, or alleged 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 the indemnifying party's or that of any person providing services hereunder through or for the Consultant. Upon written notice from the County, the Consultant will defend and indemnify, by counsel reasonably satisfactory to County, any such claim or action. The Consultant will carry proper insurance identifying the County as a named additional insured.

NOTICES

Notices provided herein shall be delivered to:

If to County: Ramon Garcia, Hidalgo County Judge
302 West University Drive
Edinburg, Texas 78539

If to Consultant: Kevin Nolting, Consultant
10812 Wintergreen HL
Austin, Texas 78750-3452

LAW

The Interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

COMMITMENT OF CURRENT REVENUES

In the event that, during any term hereof, the County does not appropriate sufficient funds to meet its obligations under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. The County agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

SERVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

ASSIGNABILITY

The Consultant may not assign Consultant's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Consultant.

AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Consultant.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof.

NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

AUTHORIZATION FOR AGREEMENT

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

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CONSULTANT:

Kevin Nolting dba Nolting Consulting, LLC

ATTESTED:

Arturo Guajardo, Jr. County Clerk

HIDALGO COUNTY

Ramon Garcia, County Judge

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra
By: _____
Michael L. Garza
Assistant District Attorney

APPROVED by Commissioners Court on:

2-11-14

PROFILE

Kevin Nolting, Nolting Consulting LLC.

Healthcare Reimbursement Consultant

Mr. Nolting graduated from Angelo State University with a Bachelor's of Business Administration Degree and received his Masters of Business Administration Degree from the University of North Texas. Mr. Nolting worked for the Texas Department of Mental Health and Mental Retardation from 1987 to 2004. He began his TDMHMR career as an accountant at the Big Spring State Hospital. He transferred to the Denton State School as Chief Accountant and was promoted to the Director of Fiscal Services. Mr. Nolting was hired as the Director of State Facilities Financial Services at TDMHMR Central Office in Austin in 1996 and was promoted to Budget Director for the agency in 2002 and ultimately served as its Chief Financial Officer when the agency was dissolved in 2005.

Mr. Nolting served as Director of Budget and Data Management from 2005 to 2007 at the newly created Department of Aging and Disability Services. In 2007, Mr. Nolting was hired to be the Director of Hospital Reimbursement at the Texas Health and Human Services Commission (HHSC).

Mr. Nolting was responsible for the developrnent and oversight of Medicaid reimbursement programs for various hospital-based and clinic-based services whose combined payments equaled approximately $7 billion per year. These programs included hospital inpatient and outpatient services, Disproportionate Share Hospital Program, Upper Payment Limit Supplemental Payment Program, Graduate Medical Education Program and the 1115 Transformation Waiver. He was responsible for the development and oversight of the administrative rules and Medicaid State Plan for these programs. He worked closely with Texas Hospital Associations as well as individual hospitals related to Medicaid hospital policy initiatives and interpretations. He was also responsible for providing technical assistance, guidance, information and support to HHSC staff and board members; Legislative Budget Board; Governor's Budget Office; other state agencies and external organizations related to hospital reimbursement.

Mr. Nolting retired from state government in 2012 and is currently providing consultative services related to governmental reimbursement programs for a variety of healthcare organizations, associations and related entities. He is currently under contract and provides consultative services to the Anchor in Regions 9, 14 and 20.

Brief Summary of the 1115 Waiver

In December 2011, Texas received federal approval of an 1115 waiver that would preserve Upper Payment Limit (UPL) funding under a new methodology, but allow for managed care expansion to additional areas of the state.

The purpose of the 1115 Healthcare Transformation waiver, supplemental payment funding, managed care savings, and negotiated funding will go into two statewide pools now worth $29 billion (all funds) over five years. Funding from the pools will be distributed to hospitals and other providers to support the following objectives: (1) an uncompensated care (UC) pool to reimburse for uncompensated care costs as reported in the annual waiver application/UC cost report; and (2) a Delivery System Reform Incentive Payment (DSRIP) pool to incentivize hospitals and other providers to transform their service delivery practices to improve quality, health status, patient experience, coordination, and cost-effectiveness.

Uncompensated Care Pool Payments are designed to help offset the costs of uncompensated care provided by the hospital or other providers.

DSRIP Pool Payments are incentive payments to hospitals and other providers that develop programs or strategies to enhance access to health care, increase the quality of care, the cost-effectiveness of care provided and the health of the patients and families served.

Under the transformation waiver, eligibility to get Uncompensated Care or DSRIP payments will require participation in a regional healthcare partnership. Within a partnership, participants include governmental entities providing public funds known as intergovernmental transfers (IGT), Medicaid providers and other stakeholders. Participants will develop a regional plan identifying partners, community needs, the proposed projects, and funding distribution. Each partnership must have one anchoring entity, which acts as a primary point of contact for HHSC in the region and is responsible for seeking regional stakeholder engagement and coordinating development of a regional plan.

Scope of Services

Scope of Work to support Anchor:

1. Assist Anchor with interactions with HHSC by assisting in responding to CMS on RHP 5 questions and issues.

2. Coordinate, screen, and assist in obtaining answers from HHSC on issues that arise relating to RHP 5.

3. Provide policy updates to Anchor and Regional stakeholders as directed as protocols and new interpretations are made by HHSC and/or CMS.

4. Assist Anchor in assessing IGT timing with performing provider reporting to claim DSRIP waiver reimbursement.

5. Assist Anchor staff with all Regional Learning Collaborative activities (as needed) including and documentation and reporting.

6. Assist Anchor staff in compiling and submitting annual required reporting.

7. Other Anchor support functions mutually agreed.

Proposal

RHP 5 shall pay Consultant a flat fee each month of $7,500 (FIVE THOUSAND DOLLARS). Consultant shall submit a monthly invoice to RHP 5 for obtaining the monthly fee. RHP 5 will pay Consultant within thirty (30) days of receipt of invoice. RHP 5 shall reimburse Consultant for all authorized travel and for other reasonable out-of-pocket expenses incurred as a result of specifically requested services.

Either party may terminate this agreement with Sixty (60) days prior written notice for any reason.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2013

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: Ted H. Heaton III State Farm 3933 Steck Ave, B-111 Austin, TX 78759	CONTACT NAME: Joseph Garlock PHONE (A/C, No, Ext): 512-343-8774 ext 2402 FAX (A/C, No): 512-343-9342 E-MAIL ADDRESS: joseph@tedheaton.com
INSURED: NOLTING, KEVIN 10812 WINTERGREEN HL AUSTIN, TX 78750-3452	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Lloyds — 43419 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		90-CE-H556-1	12/13/2013	12/13/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							BUS PERS PROP	$ 1,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			U27 6471-E29-53	11/29/2013	05/29/2014	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 30,000
							BODILY INJURY (Per accident)	$ 60,000
							PROPERTY DAMAGE (Per accident)	$ 50,000
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
1304 S 25th Ave
Edinburg, TX 78542

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

Ted H. Heaton III

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Consulting Services for the 1115 Waiver

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Tue, Feb 04, 2014 10:40 AM

Subject : Re: Consulting Services for the 1115 Waiver

To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Cc : Dairen Sarmiento <dairen.sarmiento@hchd.org>, perla lopez <perla.lopez@hchd.org>, josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Great news.....will proceed ahead and get this going.
Thank you for your help.

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>, "perla lopez" <perla.lopez@hchd.org>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Tuesday, February 4, 2014 10:22:47 AM
Subject: Consulting Services for the 1115 Waiver

Vangie,

Attached is the agreement for consulting services for the 1115 Waiver, which our office approves as to form.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO CONTRACT
#C-14-088-02-11

This **AMENDMENT** to the CONTRACT is made this **13th day** of **October of 2015** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **KEVIN NOLTING, DBA, NOLTING CONSULTING LLC.** (the "CONSULTANT").

WHEREAS, County and Consultant entered into a Contract on February 11, 2014 (the "CONTRACT") in which the Consultant agreed to assist and support Hidalgo County with its Anchor Duties as described in the Contract; and

WHEREAS, the County now requires amendment of scope of services and monthly fees as described in the Contract; and

WHEREAS, the parties have now determined to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Service Contract, both parties hereby agree to the following amendment to the Contract.

1. Engagement & Scope of Services and Expenses as described in the Contract is hereby deleted and replaced as attached hereof by Amended Engagement & Scope of Services and Amended Expenses is substituted in lieu thereof;

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Consultant ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

CONSULTANT:

_____
Kevin Nolting, dba Nolting Consulting Services

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By:_____
Victor M. Garza, Assistant District Attorney

AMENDED SCOPE OF SERVICES

Scope of Work to support Anchor:

1. Assist Anchor with interactions with HHSC by assisting in responding to CMS on RHP 5 questions and issues.

2. Coordinate, screen, and assist in obtaining answers from HHSC on issues that arise relating to RHP 5.

3. Provide policy updates to Anchor and Regional stakeholders as directed as protocols and new interpretations are made by HHSC and/or CMS.

4. Other Anchor Support functions mutually agreed.

AMENDED EXPENSES

RHP 5 shall pay Consultant a **monthly fee** of **$2,500.00** (TWO THOUSAND FIVE HUNDRED DOLLARS) effective September 1, 2015. Consultant shall submit a monthly detailed invoice to RHP 5 for providing the services and obtaining the monthly fee. RHP 5 will pay Consultant no later than thirty (30) days of receipt of invoice. RHP 5 shall reimburse Consultant for all authorized travel and for other reasonable out-of pocket expenses incurred as a result of specifically requested services pursuant to the Contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/09/2015

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	Ted Heaton III State Farm Agency 3933 Steck Ave ste B111 Austin, Tx 78759
INSURED	KEVIN V NOLTING 10812 WINTERGREEN HL AUSTIN, TX 78750

CONTACT NAME:	Debbie Walker
PHONE (A/C, No, Ext):	512-343-9332
FAX (A/C, No):	512-343-9342
E-MAIL ADDRESS:	debra.walker.jhtn@statefarm.com

INSURER(S) AFFORDING COVERAGE	**NAIC #**
INSURER A : State Farm Lloyds	**43419**
INSURER B : State Farm Mutual Automobile Insurance Company	**25178**
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	**90-B9-M657-8**	**12/13/2014**	**12/13/2015**	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ $ $ $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS	Y	Y	**U27 6471-E29-53**	**11/29/2014**	**05/29/2015**	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 30,000 $ 60,000 $ 50,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [ ] Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT 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)

CERTIFICATE HOLDER

ADDITIONAL INSURED:
HIDALGO COUNTY
1304 S 25TH AVE
EDINBURG, TX 78542

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.

Affidavit & Indemnity Agreement

Date: 5-12-14

Affiant: Kevin Nolting Consulting

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Kevin Nolting is a sole proprietor doing business as Kevin Nolting Consulting with Hidalgo County. Affiant will provide service for all of Hidalgo County

Affiant further, states that he has no employees and does not anticipate employing any . In the event Affiant does employee any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

Further Affiant sayeth not.

Kevin Nolting

Printed Name of Affiant: Kevin Nolting

SWORN AND SUBSCRIBED TO under oath before me on May 12, 2014

Nick Norman

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
NICK NORMAN
My Commission Expires
September 3, 2017

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Legal Review - Amendment to Consulting Services

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Wed, Oct 07, 2015 03:55 PM
Subject : Legal Review - Amendment to Consulting Services 1 attachment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Cc : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Josephine Ramirez' <josephine.ramirez@da.co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised amendment. Subject to the proposed revisions, our office approves as to the form of the amendment.

Please let me know if you have any other questions.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

AMENDMENT.Revised.docx
22 KB

AI-51589 **Purchasing Department** **19. F. 1.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bids titled: Hidalgo County Elections Department- " Printing and Massive Mailouts for Voter Registration Cerifications" through project No.: 2015-307-09-23-MEG.

BACKGROUND

1. 20 procurement packets were requested/distributed to vendors
2. 4 bids submitted with two not meeting specifications
3. Contract will commence upon approval of Commissioner's Court.
4. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-414-00-130-001-0-350

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

BUDGETARY IMPACT:

Funding available as of 10-2-15 $11,714.83

Attachments

Tab Sheet
Participating Sheet
Alio
Contract and Legal's approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	10/01/2015 08:38 AM
Budget & Management	Veronica Ortiz	10/01/2015 10:30 AM
Auditor's Office	Veronica Ortiz	10/01/2015 10:30 AM
Manuel Chapa	Manuel Chapa	10/05/2015 03:31 PM
Form Started By: Elena Gomez		Started On: 09/28/2015 04:39 PM

Final Approval Date: 10/05/2015

TABULATION SHEET
PRINTING AND MASSIVE MAILOUT
RFB NO.: 2015-307-09-23-MEG

	Vendors	ITEM I: Approximately 300,000	ITEM II: Additional 100,000	TOTAL PRICE:	Awarded Vendor commits to complete by 12/06/15	
					Yes	No
1.	VariVerge Amarillo, Texas	(includes estimated postage) 0.3094+ 120 for freight	0.085 + 85.00 for freight	79,085.00	✔	
		9855.00	8,500.00	18,335.00		
2.	Information Management Solutions, LLC	8,550.00	2450.00	11,000.00	✔	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: August 12, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY ELECTION DEPARTMENT-"2015 Printing and Massive Mail-Out for Voter Registration Certifications for Elections Department"

BID NO.: 2015-307-09-23-MEG

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.QuestMark Information Management, Inc Michael Martinez michaelm@qiminc.com	Email	Elena Gomez	09/08/15	9440 Kirby Dr. Houston, TX 77054 P. 713.662.9022
2. David Menchaca Expressway Printing dmenchaca@xprpcm.com	Email	Elena Gomez	09/08/15	2020 E. Expressway 83, Ste. 4 Mercedes, Texas 78570
3. IMS (Information Management Solutions) SY Green sy@totalims.com rshear@data,matx.com	Email	Elena Gomez	09/08/15	2416 Brockton St. #105, San Antonio, Tx 78217-4909 210-8526-4994-Ext .18
4. VLM International, Inc. Jean Wagner jwagner@vlminternational.com	Email	Elena Gomez	09/08/15	888-886-8863 574-679-9237-Ext 213
5. Bankers Products & Printing David Niergarth davidn@bankersproducts.net	Email	Elena Gomez	09/08/15	PO Box 1369 Sulphur Springs, Texas 75483 904-438-0500
6. Copy Plus Olga G. Lopez olga@copyplusonline.net	Email	Elena Gomez	09/08/15	4500 N. 10th Street, Ste 240 McAllen, Texas 78504 956-735-2157 cell 956-668-7587
7. DATA Prose Tim Zombik tzombik@dataprose.com	Email	Elena Gomez	09/08/15	1122 W. Bethel Road Coppell, Texas 75019 (o) 972-462-5415 (C) 817-372-9965
8. Variverge McKenzie Parker mckenziep@variverge.com	Email	Elena Gomez	09/08/15	(O) 888-288-6693 ext 3 (C) 806-223-5584
9. Government Sales Manager Kristie Campbell krscampbell@hotmail.com	Email	Elena Gomez	09/08/15	1550 Norwood Drive #412 Hurst Texas 76054 314-329-6193
10. Curtis 1000 Oscar Zapata ozapata@curtis1000.com	IP	Elena Gomez	09/08/15	PO Box 4547 McAllen, Texas 78502 956-605-1309
11. Color Document Solutions fwlmichael@yahoo.com	Email	Elena Gomez	09/08/15	2201 Midway #228 Carrollton, Texas 75006 469-500-9422
12. Copy Plus Olga G. Lopez olga@copyplusonline.net	Email	Elena Gomez	09/09/15	4500 N. 10th Street, Ste 240 McAllen, Texas 78504 956-735-2157 Cell 956-668-7587 Office
13. Prime Vendor Inc. Bids20@prime-vendor.com	Email	Elena Gomez	09/10/15	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington, NC 28403 800-746-9554

14. Office Depot Leslie Garza leslie.garza@officedepot.com	Email	Elena Gomez	09/10/15	5115 N. 10th St. McAllen, Texas 78501 956-279-5240
15.TouchPointCustomer Communications Charlie McGee cmcgee@touchpoint-cc.com	Email	Elena Gomez	09/11/15	3932 Miller Road Newtown Square, PA 19073-2999 484-420-4699 ext 21 610-390-6934 cell
16. Horizon Concepts Horizonconcetps6@hotmail.com	Email	Elena Gomez	09/11/15	2704 Grand Avenue Suite 7 Bellmore, NY 11710 516-695-7740
17. MRS Mail Express Jonathan Beard JBeard@tec.com	Email	Elena Gomez	09/11/15	318-654-8907 LA 601-326-4221 MS 800-657-8715
18. SourceHOV Chris Marshall Chris.Marshall@sourcehov.com	Email	Elena Gomez	09/11/15	1-248-837-7290
19. Pinnacle Data Systems LLC Peggy Banks piggybanks@pinnacledatasystems.com	Email	Elena Gomez	09/14/15	770-977-9165 Office 888-259-6601 Toll Free
20. Precinct Group LLC Bart McKay Bart@precinctgroup.com	Email	Elena Gomez	09/10/15	

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

Elections

Account Inquiry - FAINQ01A 10/27/2014 9:48 am

Account No 5-1100-414-00-130-001-0-350 Accounting Period 13 Period YTD 354863 pg 09 -1 1 1

Acct. Year 15 Previous Year Info. Description ELECTIONS DEPT-OTHER SRV

Sum | Bud | Meas | Open Enc | Enc Detail | All Enc | Checks | Unpost Pay | Unprt Pay | AJE | Rec/Inv | Req | Pre WHS | WHS | Pre RTB | P-Card

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	14,050.00	14,050.00	.00	.00	14,050.00
06	.00	.00	.00	999.97	13,050.03
07	.00	.00	405.00	930.20	11,714.83
09	.00	.00	405.00-	405.00	11,714.83
YTD	14,050.00	14,050.00	.00	2,335.17	11,714.83
PRE	.00	.00	.00	.00	.00
TOT	14,050.00	14,050.00	.00	2,335.17	11,714.83

As of 9/29/14

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-307-10-13

THIS CONTRACT is made and entered into this **13th** Day of **October, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **INFORMATION MANAGEMENT SOLUTIONS, LLC** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"2015 Printing and Massive Mail-out for Voter Registration Certifications"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Elections Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Elections Department** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and term of this contract shall be in accordance with Exhibit "A" ("Specifications") and Exhibit "B" ("Bid Page") of the Request for Bids. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. However, at the sole discretion of the Hidalgo County Elections Administrator, the time frame may be extended if delay is caused by the Hidalgo County Elections Department, or for good cause, to be determined by the Hidalgo County Elections Department.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. Company acknowledges that voter information received from Hidalgo County directly or indirectly is considered private and confidential. Company shall keep all information including but not limited to paper records, lists, databases, etc., received from Hidalgo County in

a safe and secure location and shall promptly destroy all information not otherwise required to be retained by law that may contain voter registration information. Company acknowledges that misuse of information received from Hidalgo County from this Contract for personal or commercial gain or otherwise, may be punishable by law and may result in immediate termination of this Contract.

6. Company shall mail by US Mail all voter registration certificates (as described in Exhibit "A") to the person named on such voter registration certificates at the address specified on the voter registration certificates.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein for all purposes and shall furnish to County certificates of such insurance coverage prior to any Services being provided.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment, to safely and efficiently to provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or

connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **102 E. Cano St., 2nd Floor** **Edinburg, Texas 78539**
If to Company:	**Information Management Solutions, LLC** **2416 Bockton #105** **San Antonio, Texas 78217**

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

15. 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 without cause by County with thirty day's written notice prior to cancellation.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **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).

19. **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 stated 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 our hands in duplicate originals this_____ day of _____, 2015.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

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

By: _____
Stephen L. Crain

COMPANY: _____

By: _____

Title: _____

APPROVED BY COMMISSIONES COURT: _____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

September 08, 2015

Re: **HIDALGO COUNTY ELECTION DEPARTMENT**
Request for Bids"**2015 PRINTING AND MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS FOR ELECTIONS DEPARTMENT"**
Bid No: 2015-307-09-23-MEG

Dear Gentlemen:

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/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY ELECTIONS DEPARTMENT
"2015 PRINTING AND MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS FOR ELECTIONS DEPARTMENT"
Bid No: 2015-307-09-23-MEG

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit "A" Specifications consisting of 5 pages.
4. Exhibit "B" Bid Page consisting of 2 pages.
5. Exhibit "C" Insurance Requirements consisting of 4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
7. Vendor/Bidder Application, consisting of 2 pages.
8. W-9 form, consisting of 4 pages.
9. Certifications Regarding Debarment consist of 1 page.
10. Draft Service Contract, consisting of 9 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, 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 08, 2015
Date

REQUEST FOR BIDS

HIDALGO COUNTY ELECTION DEPARTMENT

"2015 PRINTING AND MASSIVE MAIL-OUT FOR VOTER REGISTRATION CERTIFICATIONS FOR ELECTIONS DEPARTMENT"

BID OPENING DATE:
SEPTEMBER 23, 2015

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 ELECTION DEPARTMENT – 2015 Printing and Massive Mail-outs for Voter Registration Certification"** 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 and or/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. 2015-307-09-23-MEG HIDALGO COUNTY ELECTION DEPARTMENT 2015 Printing and Massive Mail-outs for Voter Registration Certification** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY SEPTEMBER 23, 2015. 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 HIDALGO COUNTY ELECTION DEPARTMENT – 2015 Printing and Massive Mail-outs for Voter Registration Certification."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY ELECTION DEPARTMENT-2015 Printing and Massive Mail-outs for Voter Registration Certification**
  Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices
- Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**SEPTEMBER 23, 2015**
Award of Contract	, 2015
Commence Work or Deliver Products	**, 2015**

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 $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

22. Bids, and all goods and services provided hereunder, 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. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"2015 Printing and Massive Mail-outs for Voter Registration Certification"
BID NO.: 2015-307-09-23-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Overview:
It is the intent of Hidalgo County to contract with the lowest and most qualified vendor to provide all materials, supplies, equipment, tools, services, labor and supervision necessary to **print** and **mail out** the voter registration cards as specified herein. In accordance with the Texas Election Code Section 31.003, this directive established the requirements for voter registrars to issue voter registration certificates including but not limited to the following:

GENERAL SPECIFIATIONS

The County of Hidalgo is seeking bids to supply Hidalgo County Elections Department with a bid on the following items: Texas vendors are sought as an attempt to reduce costs for these services to the county.

Item I: Approximately 300,000 Printed and Mail-Out Voter Registration Certificates;

Item II: Additional 100,000 Blank Voter Registration Certificates to be available when needed throughout the contract term.

(See enclosed: Sample I-Printed Certificate and Sample II-Blank Certificate.

- **Samples must be included with your packet as per the specifications.**

CERTIFICATE INFORMATION :

- Hidalgo County is requesting bids for approximately 300,000 Voter Registration Certificates to be printed and mailed with barcodes and variable data as specified by the Texas Secretary of State Directive and to include a Quick Response Code (QR Code) that leads into Election Website. Certificates are to be cut sheet laser print.

- The certificate has been designed to meet the content requirements of Texas Election Code Sections 15.001, 15.002, and 15.003, bilingual requirements of the Federal Voting Rights Act, 42 U.S.C.A. Section 1973aa-1a, the mailing requirements of Texas Election Code Sections 14.001 and 14.002, and regulations of the United States Postal Service regarding size, thickness of paper, address placement and postage.

- Various other exigencies such as horizontal and vertical spacing for computers have been considered. To avoid any possible violations of state or federal law, no change to the specifications of the certificate, as provided by this directive, may be made without prior written approval by Hidalgo County and the Office of the Secretary of State of Texas.

- The layout of the certificate must be exactly as shown on the sample. If a laser printer is used, the certificates must be printed on an 8-1/2" x 14" with a 1" gripper at the top and a 1 ¼" margin on the left side of the paper.

COLOR AND PAPER SPECIFICATIONS:

- The color for the 2016-2017 Certificate is **Pantone Blue 283 at 100% solid # 1485**. The stock is white index or the equivalent. To meet postal requirements, the paper must be **at least** .007" thick and not more than .016" thick.

- The sample attached is printed on #110 Index. When the paper is manufactured, there can be a variance in

the thickness of the paper, so the paper must be meet postal requirements for calibration.

- The front side of the certificate is to be printed with **Pantone Blue 283 at 100% solid**. The language on the certificates will be in black ink. Using the **Pantone Blue 283 at 100% solid** ink to "color" the paper will ensure that all certificates are printed uniformly across the state.

- The back side of the certificate may be printed either with the **Pantone Blue 283 at 100% solid** or left plain white. The sample attached shows the area that is to be printed in **Pantone Blue 283 at 100% solid** at 100% solid. (Note the **Pantone Blue 283 at 100% solid** will change every two years; and will be submitted to the contractor at the renewal time, if required)

PRINTING OF NEW VOTER REGISTRATION CERTIFICATES:

Phase I: Design of laser overlay and printing Voter Registration Certificate:

a) The awarded vendor will provide professional design assistance for the master overlay and assistance for the overlay placement of data on voter registration certificate form based on the State of Texas.
b) Size: 4-1/8"x 6" Voter Registration Certificates;
c) Certificates per page: **Four (4)** Perforated Voter Registration Certificates on blank, legal landscape of 8.5"x 14" sheet of paper;
d) Color: Certificate must be **Pantone Blue 283 at 100% solid** #1485;
e) **Vendor must produce and provide a sample (mockup) of a Voter Registration Certificate with bid package;**

Phase II: Laser Processing of Voter Registration Certificates:

The contractor will process data received from Hidalgo County Elections Department through point of contract, Melanie Esparza, Accountant, on CDrom or through email.

Phase III: Mail Processing of Voter Registration Certificates:

Hidalgo County will supply 100% of the domestic postage and will reimburse for all foreign postage. The Contractor will maintain and present to Hidalgo County, postage receipts records that include the U.S. Postal Carrier Route Code and Zip+4 and 2-digit destination code plus the check digit for Cass provide postal qualification that will guarantee the lowest postal rate possible for the Voter Registration Certificates.

Postage: Mail Via First Class Mail (postage fee must be separate from total cost of bidding schedule);

a) Mail service to include: Addressing, Collating, Packaging, Sorting and Delivery;
b) CASS (Coding Accuracy Support System) certify and PAVE (Presort Accuracy, Validation and Evaluation) presort cards to yield maximum postage savings;
c) Bar Code Report must be provided to Hidalgo County;

TERM OF CONTRACT:

1. Awarded vendor must start mail-out of certificates on or after November 14, 2015 but before December 5, 2015 as per Texas Election Code, Chapter 14, Section 14.001

2. Awarded vendor must be prepared to commence printing of the 300,000 certificates upon award of bid and receipt of an approved purchase order.

3. Awarded vendor shall be responsible for compliance with any changes or modifications to State laws

affecting this bid and for complying with all revised deadlines required by federal, state or local laws that may come into effect during the term of the contract.

4. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

5. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   i. The contract expires
   ii. Delivery acceptance of products and/or performance of services ordered, or
   iii. Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award to the lowest qualified bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11. All cost and expenses associated with the preparation and submission of all (bid, proposals, statements of qualifications (RFQ) and quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

12. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

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 after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

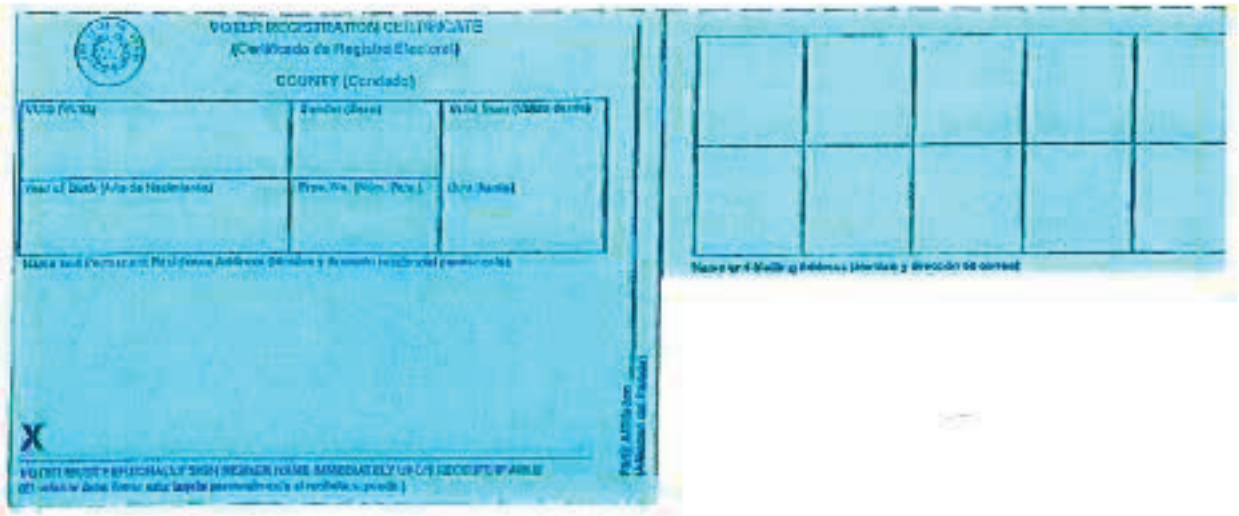
5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO elena.gomez@co.hidalgo.tx.us by NO LATER THAN TUESDAY SEPTEMBER 15, 2015 @ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY SEPTEMBER 18, 2015 @ 5:00 P.M..**

RETURN SERVICE REQUESTED


VOTER REGISTRATION CERTIFICATE
(Certificado de Registro Electoral)
COUNTY (Condado)

Note: The requirement to show photo ID is under review and may change. Visit www.votetexas.gov, or contact the Secretary of State's office or your local voter registrar for the most updated information on the voter ID law.

A voter must show one of the following forms of photo ID before the voter may be accepted for voting in person: driver's license, election ID certificate, personal ID card, or handgun license issued by the TX Department of Public Safety; U.S. military ID card that contains the person's photograph; U.S. citizenship certificate that contains the person's photograph; or a U.S. passport.

The above ID must be current, or if expired, then it must have expired no more than 60 days before it is presented at the polling place. Contact the Secretary of State or your local voter registrar for information concerning exceptions to the photo ID requirement for certain voters with disabilities, voters with religious objections to being photographed, and voters affected by certain natural disasters.

If you have moved or plan to move, visit www.votetexas.gov or contact your local voter registrar to get information on how to keep your voter registration active and what special procedures may be available to you.

If any information on this certificate changes or is incorrect, correct the information in the space provided, sign below, and return this certificate to the voter registrar.

Nota: El requisito de mostrar una identificación con fotografía está bajo revisión y puede cambiar. Visite nuestra página de Internet www.votetexas.gov/es, o contacte a la Oficina de la Secretaría de Estado, o a su oficina local del registrador de votantes para obtener información más actualizada.

El votante debe mostrar una de las siguientes formas de identificación con fotografía antes de ser aceptado/a para votar en persona: licencia de conducir; cédula de identificación electoral; tarjeta de identificación personal; licencia para portar armas emitida por el Departamento de Seguridad Pública de Texas (DPS); tarjeta de identificación militar emitida por el gobierno de los Estados Unidos que contenga la fotografía del portador; certificado de ciudadanía Estadounidense que contenga la fotografía del portador; o un pasaporte de los Estados Unidos.

La identificación debe estar vigente, o si no la está, entonces debe haberse vencido no más de 60 días antes de presentarla para calificar como votante en el sitio electoral. Contacte a la Oficina de la Secretaría de Estado, o a su oficina local del registrador de votantes para más información con respecto a las excepciones al requisito de mostrar una identificación para votar para ciertos votantes discapacitados, votantes con objeciones religiosas relacionadas al ser fotografiados, y votantes afectados por ciertos desastres naturales.

Si usted ha cambiado de domicilio o planea cambiarse, visite *www.votetexas.gov/es* o contacte a su oficina local del registrador de votantes para obtener información de cómo mantener su registro electoral activo y los procedimientos especiales que puedan estar disponibles para usted.

Si la información en este certificado ha cambiado o es incorrecta, corrija la información en el espacio provisto, firme abajo, y devuelva este certificado al registrador de votantes.

I affirm the changes made to the left are correct.
Afirmo que los cambios hechos al lado izquierdo están correctos

X _____
Signature of Voter (Firma del votante)

BID PAGE FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable INCOMPLETE OR ALTERATIONS submittals shall be considered a probable cause for disqualification.

Estimated Quantity	Description	Total Cost
ITEM I: Approximately 300,000	Vendor must provide all labor, materials, design assistance, laser processing of the Voter Registration Certificates, including Addressing, Sorting, Collating and Delivery.	$
ITEM II: Additional 100,000	Printing of Blank Voter Registration Certificates	$
TOTAL BID PRICE: $		

NOTE: BID AWARD WILL BE MADE IN THE AGGREGATE. THEREFORE, VENDOR MUST BID ALL ITEMS TO BE CONSIDERED FOR AN AWARD.

Awarded vendor commits to complete mail-out by December 6, 2015. ____ Yes ____ No

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE No: _____ FAX No: _____ CELL №: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

☐ Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____;
2. Bonds: _____;
3. Certificates: _____;
4. Permits: _____;
5. Other: _____;

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____;

Authorized Signature Date

_____;

Company

_____;

Address

_____;

City, State, Zip

EXHIBIT "D"

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 this 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 05/03/2007

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
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address: City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
Distributor Service Organization Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/08

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐No

If yes, by whom?: ☐Texas Building & Procurement Commission ☐Other _____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐Yes ☐No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | Signature of U.S. person ▶ | Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [1]

See Form 1099-MISC, Miscellaneous Income, and its instructions.

[1] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-00-00

THIS CONTRACT is made and entered into this ____**Day of** ____**, 2015** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Printing and Massive Mail-out for Voter Registration Certifications"** the ("Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Elections Department**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Elections Department** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and term of this contract shall be in accordance with Exhibit "A" ("Specifications") and Exhibit "B" ("Bid Page") of the Request for Bids. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term. However, at the sole discretion of the Hidalgo County Elections Administrator, the time frame may be extended if delay is caused by the Hidalgo County Elections Department, or for good cause, to be determined by the Hidalgo County Elections Department.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. Company acknowledges that voter information received from Hidalgo County directly or indirectly is considered private and confidential. Company shall keep all information including but not limited to paper records, lists, databases, etc., received from Hidalgo County in

DRAFT

a safe and secure location and shall promptly destroy all information not otherwise required to be retained by law that may contain voter registration information. Company acknowledges that misuse of information received from Hidalgo County from this Contract for personal or commercial gain or otherwise, may be punishable by law and may result in immediate termination of this Contract.

6. Company shall mail by US Mail all voter registration certificates (as described in Exhibit "A") to the person named on such voter registration certificates at the address specified on the voter registration certificates.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein for all purposes and shall furnish to County certificates of such insurance coverage prior to any Services being provided.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment, to safely and efficiently to provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or

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connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
304 W. University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____

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

15. 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 without cause by County with thirty day's written notice prior to cancellation.

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16. The contract may be terminated without cause upon thirty (30) days written notice by County.

17. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

19. **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).

20. **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 stated 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 our hands in duplicate originals this _____ day of _____, 2015.

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

DRAFT

Arturo Guajardo Jr., County Clerk

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

By: _____
Stephen L. Crain

COMPANY: _____

By: _____

Title: _____

APPROVED BY COMMISSIONER'S COURT: _____

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

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EXHIBIT "B"
VENDOR'S BID

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
HIDALGO COUNTY ELECTIONS DEPARTMENT
"2015 Printing and Massive Mail-Out for Voter Registration Certifications for Elections Department"
RFB NO. 2015-307-09-23-MEG

BIDDER/COMPANY NAME: Information Management Solutions, L.L.C.

ADDRESS: 2416 Brockton St. #105

CITY: San Antonio STATE: TX ZIP CODE: 78217

PHONE No: 210-826-4994 FAX No: 210-826-2676 CELL No 210-279-0181

AUTHORIZED SIGNATURE: T. Kelly Dove

PRINTED NAME: T Kelly Dove

TITLE: Vice President DATE: September 10, 2015

EMAIL: kelly@totalims.com

TABULATION SHEET
PRINTING AND MASSIVE MAILOUT
RFB NO.: 2015-307-09-23-MEG

	Vendors	ITEM I: Approximately 300,000	ITEM II: Additional 100,000	TOTAL PRICE:	Awarded Vendor commits to complete by 12/06/15	
					Yes	No
1	VariVerge Amarillo, Texas	(includes estimated postage) 0.3094+ 120 for freight	0.085 + 85.00 for freight	79,085.00	✔	
		9855.00	8,500.00	18,335.00		
2	Information Management Solutions, LLC	8,550.00	2450.00	11,000.00	✔	

EXHIBIT "B"
HIDALGO COUNTY ELECTIONS DEPARTMENT
"2015 Printing and Massive Mail-Out for Voter Registration Certifications for Elections Department"
RFB NO. 2015-307-09-23-MEG

BID PAGE FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable INCOMPLETE OR ALTERATIONS submittals shall be considered a probable cause for disqualification.

Estimated Quantity	Description	Total Cost
ITEM I: Approximately 300,000	Vendor must provide all labor, materials, design assistance, laser processing of the Voter Registration Certificates, including Addressing, Sorting, Collating and Delivery.	$ 8,550.00
ITEM II: Additional 100,000	Printing of Blank Voter Registration Certificates	$ 2,450.00
TOTAL BID PRICE: $ 11,000.00		

NOTE: BID AWARD WILL BE MADE IN THE AGGREGATE. THEREFORE, VENDOR MUST BID ALL ITEMS TO BE CONSIDERED FOR AN AWARD.

Awarded vendor commits to complete mail-out by December 6, 2015. ✓ Yes ___ No

9:33am 9-23-15

MC

TKD

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2015

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	INDEPENDENT INSURANCE CENTER, INC. 1739 CITADEL PLAZA SAN ANTONIO TX 78209
CONTACT NAME:	Amanda Kruizenga
PHONE (A/C, No, Ext):	210-821-5080 x119
FAX (A/C, No):	210-805-1290
E-MAIL ADDRESS:	amandak@iicsa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Casualty Insurance Company	24074
INSURER B : Ohio Security Insurance Company	11000
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Philadelphia Indemnity Insurance Company	18058
INSURER E :	
INSURER F :	

INSURED

Information Management Solutions, LLC
2416 Brockton #105
San Antonio TX 78217-

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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			BKO 56187209	06/21/2015	06/21/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAS 56187209	06/26/2015	06/26/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N / N A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001241688	09/01/2015	09/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cyber Liability: Security Event Costs; Network Security & Privacy; Employee Privacy			PHSD1069159	08/13/2015	08/13/2016	Per Loss or claim Aggregate Limit	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2013 International Conventional 3HAMMAAL3EL477743.

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

AI 121039

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Service Contract-2015 Printing and Massive Mail-out for Voter Registration Certification

From : Steve Crain <scrain@atlashall.com> Wed, Sep 30, 2015 04:01 PM
Subject : RE: Service Contract-2015 Printing and Massive Mail-out for Voter Registration Certification
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, September 30, 2015 3:53 PM
To: Steve Crain
Cc: elena gomez
Subject: Re: Service Contract-2015 Printing and Massive Mail-out for Voter Registration Certification

Mr. Crain;
Attached is the same contract as detailed below however this one has the revised insurance accord that now reflects the scheduled auto. Please review as to form for approval of document so that we may proceed.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Tuesday, September 29, 2015 4:06:58 PM
Subject: RE: Service Contract-2015 Printing and Massive Mail-out for Voter Registration Certification

AI-51377 **Purchasing Department** **19. F. 2.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to purchase One (1) New 2016 E-350 Cutaway Chassis through the County's membership/participation with BuyBoard Silsbee Ford (Contract #430-13) in the total amount of $30,794.50 which includes shipping and a one time administration fee-$400.00-Project #2015-326-MEG).

BACKGROUND

Req # 284996

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-414-00-130-023-0-752

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

BUDGETARY IMPACT:

Amount available for requisition# 284996 as of 10-2-15 $30,794.50 for SILSBEE FORD INC.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/30/2015 01:54 PM
Budget & Management	Veronica Ortiz	09/30/2015 04:06 PM
Manuel Chapa	Manuel Chapa	10/02/2015 09:27 AM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Elena Gomez		Started On: 09/15/2015 10:22 AM
Final Approval Date: 10/09/2015		

Election Dept
2016 E-350 Cutaway

2015-326

PRODUCT PRICING SUMMARY BUYBOARD CONTRACT #430-13

Vehicles and Heavy Duty Trucks

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: HIDALGO COUNTY
Contact: ELENA GOMEZ 956.318.2626 X4855
Email: ELENA.GOMEZ@CO.HIDALGO.TX.US
Product Description: 2016 E350 CUTAWAY CHASSIS

Prepared by: RICHARD HYDER
Phone: (409) 300-1385
Email: rhyder.cowboyfleet@gmail.com
Date: September 22, 2015

A. Bid Series: 129 — **A. Base Price:** $ 16,961.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
E3F	E3F CUTAWAY SRW 138" WB	$ 1,195.00	647	PAINTED STEEL WHEELS	$ 24.00
18A	HIGH SERIES UPGRADE	$ 99.00			
20X	10050# GVWR PKG	$ -			
525	CRUISE CONTROL	$ 226.00			
54D	TRAILER TOW MIRRORS	$ 118.00			
559	FRAME PUCKS	$ 47.00			
92B	B-PILLAR TRIM KIT	$ 71.00			
418	SUPREME QUOTE #100939-092215-	$ 10,133.00			
	111455 12' INERCITY W/ 1600# TOMM				
	LIFTGATE, 2 ROWS OF ETRAC				
99L	5.4L V8 GAS	$ -			

Total of B. Published Options: $ 11,913.00 ✓

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

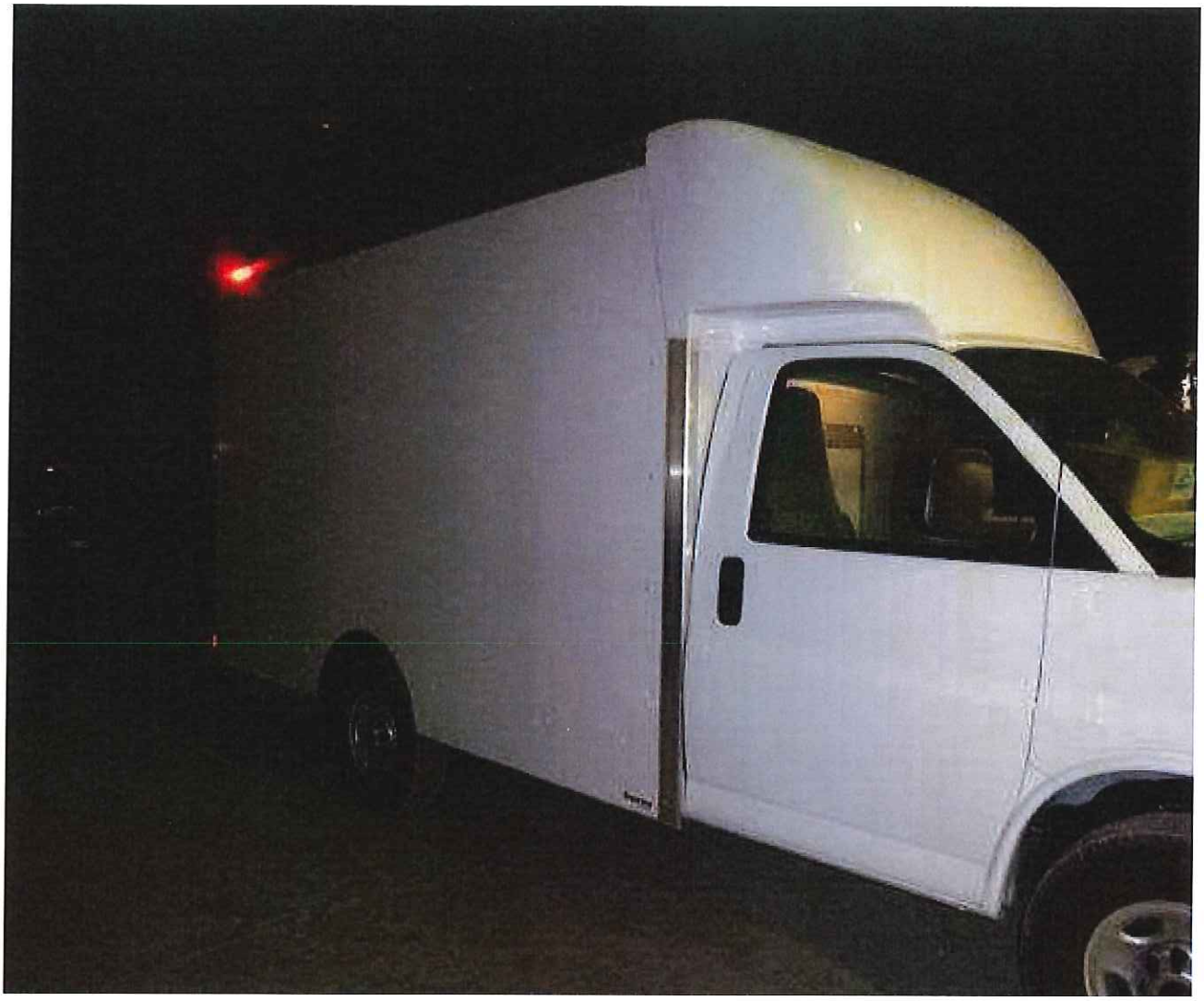
Options	Bid Price	Options	Bid Price
ETA ~60-90 DAYS ARO			

28,879.00

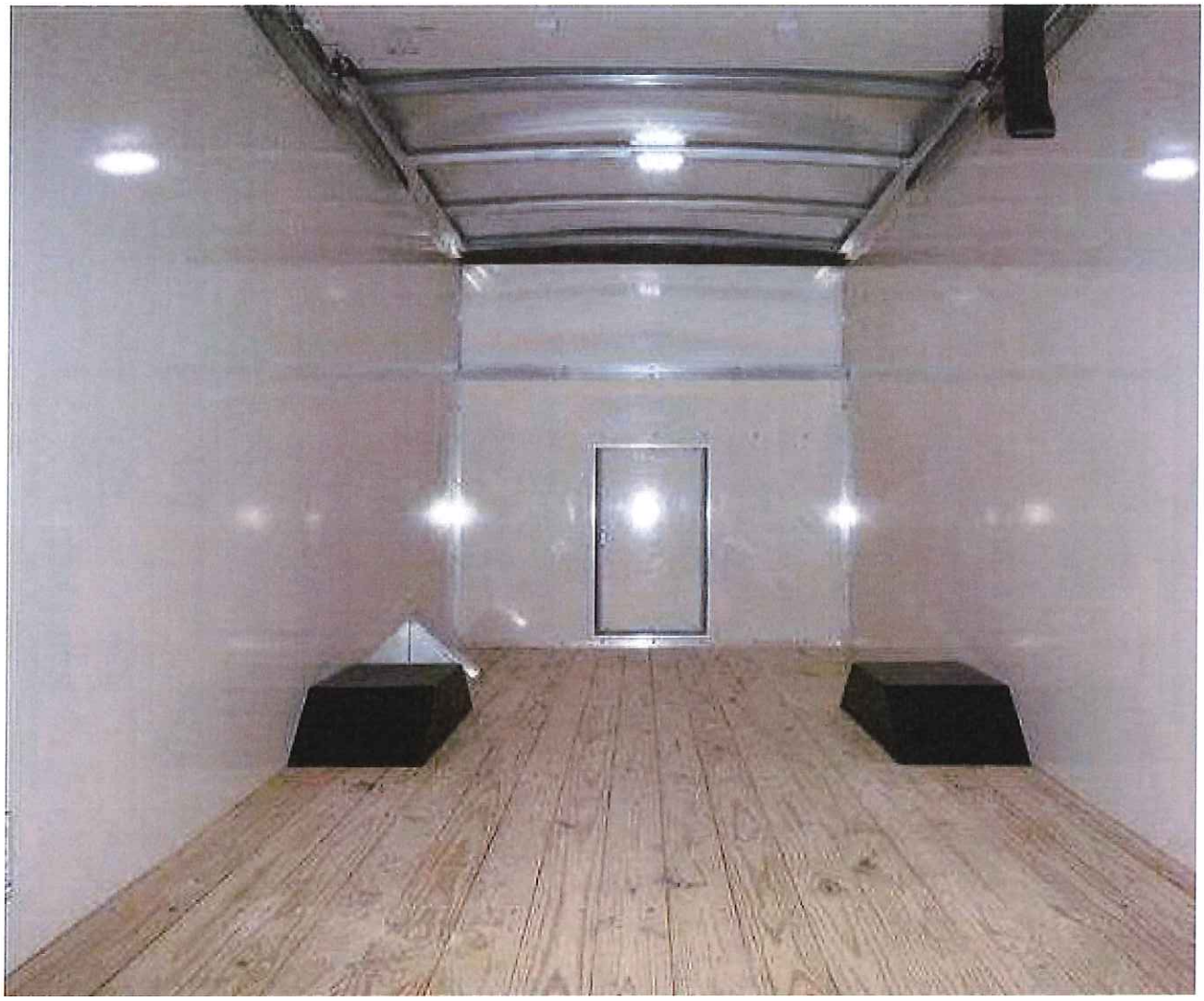
Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ 340.00
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ 69.00
I.	**Contract Price Adjustment:** _____	$ -
J.	**Additional Delivery Charge:** 741 miles	$ 1,111.50
K.	**Subtotal:**	$ 30,394.50 ✓
L.	**Quantity Ordered** 1 x K =	$ 30,394.50
M.	**Trade in:** _____	
N.	**BUYBOARD Administrative Fee ($400 per purchase order)**	$ 400.00
O.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	$ 30,794.50 ✓

Zoom In | Zoom Out | Rotate | Print



Zoom In | Zoom Out | Rotate | Print



Elections Department
2016 E-350 CUTAWAY CHASSIS

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Silsbee Ford
Address:	1211 US HWY 96 N Silsbee, TX 77656
Phone Number:	(409) 895-3800
Email:	rhyder.cowboyfleet@gmail.com
Federal ID:	76-0533144
Contact:	Richard Hyder
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	90
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the t price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on tl BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	25% restocking fee during first 30 days.

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Shopping Cart

Vendor	Description	Part Number	Price	Qty	Total
Silsbee Ford	Ford E-350 DRW, Cutaway Van Chassis. 5.4L V8 engine, DRW, 138" wheelbase, 9600lbs GVWR complete with all manufacturer's standard equipment. Line Item 129	E-350	$16,961.00	1	$16,961.00

Extended Product Information

Reference Number: 430-13

Unit Measure: EA

Full Description: Ford E-350 DRW, Cutaway Van Chassis. 5.4L V8 engine, DRW, 138" wheelbase, 9600lbs GVWR complete with all manufacturer's standard equipment. Line Item 129

Grand Total: **$16,961.00**

Elections Department
2016 E-350 CUTAWAY CHASSIS

BuyBoard® Cooperative Purchasing

Contract No. 430-13
Vehicles, Light and Heavy Duty Trucks, and Options

CONTRACT NOTES

1. All vehicle fees to be charged for any purchase from this contract with the exception of vehicle delivery fees (i.e. pre deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) are included in the base price(s).

2. Alternative fuel engines are listed as manufacturer upgrade option(s). **Upgrade options are quoted directly by the awarded dealer and added to the base price of the vehicle(s) listed below.**

Item Description	Vendor Name	Base Price
Dodge Charger (LDDM48)	Grapevine Chrysler Jeep Dodge	$21,861.00
Dodge Charger (LDDM48)	Chrylser, Jeep, Dodge City of McKinney	$21,636.00
Dodge Charger (LDDM48)	Cowboy Dodge	$21,721.00
Dodge Charger Pursuit-Police Package (LDDE48)	Grapevine Chrysler Jeep Dodge	$21,385.00
Dodge Charger Pursuit-Police Package (LDDE48)	Chrylser, Jeep, Dodge City of McKinney	$21,185.00
Dodge Charger Pursuit-Police Package (LDDE48)	Cowboy Dodge	$21,191.00
Dodge Dart (PFDH41)	Grapevine Chrysler Jeep Dodge	$15,231.00
Dodge Dart (PFDH41)	Chrylser, Jeep, Dodge City of McKinney	$15,231.00
Dodge Durango (WDDL75)	Cowboy Dodge	$24,042.00
Dodge Durango Special Service (WDDE75)	Cowboy Dodge	$24,421.00
Dodge Grand Caravan (RTKH53)	Cowboy Dodge	$19,991.00
Dodge Journey (JCDH49)	Grapevine Chrysler Jeep Dodge	$18,026.00
Dodge Journey (JCDH49)	Chrylser, Jeep, Dodge City of McKinney	$17,756.00
Dodge RAM 1500 Special Services (DS6T98)	Grapevine Chrysler Jeep Dodge	$22,533.00
Dodge RAM 4500 Chassis Cab (DP4L63)	Grapevine Chrysler Jeep Dodge	$30,286.00
Dodge RAM 4500 Chassis Crew Cab (DP4L93)	Grapevine Chrysler Jeep Dodge	$32,589.00
Dodge RAM 5500 Chassis Cab (DP5L63)	Grapevine Chrysler Jeep Dodge	$30,666.00
Dodge RAM 5500 Chassis Crew Cab (DP5L93)	Grapevine Chrysler Jeep Dodge	$32,229.00
Dodge RAM C/V Cargo Van (RTKE53)	Cowboy Dodge	$19,619.00
Dodge RAM Promaster Cargo Van	Grapevine Chrysler Jeep Dodge	$25,621.00
Dodge RAM Promaster Cutaway Chassis Van	Grapevine Chrysler Jeep Dodge	$24,190.00
Dodge RAM Promaster Window Van	Meador Dodge Chrysler Jeep Ram	$26,383.00
Dodge RAM Tradesman 1500 (DS1L61)	Cowboy Dodge	$19,291.00
Dodge RAM Tradesman 2500 (DJ2L62)	Grapevine Chrysler Jeep Dodge	$20,735.00
Dodge RAM Tradesman 3500 (D23L62)	Cowboy Dodge	$21,588.00
Dodge RAM Tradesman 3500 Chassis Cab (DL3L63)	Grapevine Chrysler Jeep Dodge	$22,134.00
FORD		
Ford C-Max Energi (P5C)	Silsbee Ford	$28,027.00
Ford C-Max Hybrid (P5A)	Silsbee Ford	$21,022.00
Ford E-150, Cargo Van (E1E)	Caldwell Country Ford	$14,992.00
Ford E-150, Cargo Van (E1E)	Silsbee Ford	$15,015.00
Ford E-150, Passenger Van (E1B)	Caldwell Country Ford	$16,838.00
Ford E-150, Passenger Van (E1B)	Chastang Ford	$16,958.00
Ford E-150, Passenger Van (E1B)	Silsbee Ford	$16,961.00
Ford E-250, Super Duty Cargo Van (E2E)	Silsbee Ford	$15,876.00
Ford E-350 DRW, Cutaway	Silsbee Ford	$16,961.00
Ford E-350 SRW, Cutaway (E3F)	Silsbee Ford	$16,567.00
Ford E-350, Super Duty Cargo Van (E3E)	Silsbee Ford	$18,348.00
Ford E-350, Super Duty Extended Passenger Van (S3B)	Caldwell Country Ford	$21,798.00

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

127	Ford E-350, Super Duty Cargo Van (E3E)	Cargo Van	**E-350 Econoline Super Duty Cargo Van (E3E)** -- E-350 Super Duty Van, 5.4L V8 engine, 9500lbs GVWR, 138" wheelbase, complete with all manufacturer's standard equipment	$ _____
128	Ford E-350 SRW, Cutaway (E3F)	Cutaway Chassis	**E-350 Cutaway Van Chassis (E3F)** -- 5.4L V8 engine, SRW, 138" wheelbase, 9600lbs GVWR, complete with all manufacturer's standard equipment	$ _____
129	Ford E-350 DRW, Cutaway	Cutaway Chassis	**E-350 Cutaway Van Chassis** -- 5.4L V8 engine, DRW, 138" wheelbase, 9600lbs GVWR, complete with all manufacturer's standard equipment	$ _____
130	Ford E-450 DRW, Cutaway (E4F)	Cutaway Chassis	**E-450 Cutaway Chassis (E4F)**-- 5.4L V8, DRW, 158" wheelbase, 14,050lbs GVWR, complete with all manufacturer's standard equipment	$ _____
131	Discount (%) Off for Ford Optional Equipment	Discount (%) Off Optional Equipment	Discount (%) Off for Ford Optional Equipment	_____%
132	Discount (%) Off for Ford Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for Ford Program Vehicles (Lease and/or Pre-Owned)	_____%

PROPOSAL NOTE:
1. *All columns must be completed or response will not be considered.

Major Equipment

(Based on selected options, shown at right)

Triton 5.4L V-8 SOHC w/SMPI 255hp
TorqShift 5 speed automatic w/OD

Exterior:Oxford White
Interior:Medium Flint

* 4-wheel ABS
* Air conditioning
* AM/FM stereo with seek-scan, auxiliary audio input
* Variable intermittent wipers
* Dual front airbags
* Reclining front bucket seats
* Steering-wheel mounted audio controls
* Rear axle capacity: 6340 lbs.
* Rear spring rating: 6084 lbs.
* Frame Yield Strength 36000 psi
* Axle to end of frame: 68.5"
* LT 245/75R16 E BSW AS S-rated tires
* Tinted glass
* Dual manual mirrors
* 16 x 7 steel wheels
* Tachometer
* Cloth seats
* Front axle capacity: 5000 lbs.
* Front spring rating: 4050 lbs.
* Frame section modulus: 5.7 cu.in.
* Cab to axle: 80"

Fuel Economy

City
N/A

Hwy
N/A

Selected Options

	MSRP
STANDARD VEHICLE PRICE	$29,025.00
Order Code 780A	N/C
Engine: 5.4L EFI FFV Triton V8	Included
Transmission: Elect. 5-Speed Automatic w/OD	Included
4.10 Axle Ratio	Included
GVWR: 10,050 lb Payload Package	Included
Tires: LT245/75Rx16E BSW AS	Included
Dual High Back Buckets	Included
Monotone Paint Application	STD
138" Wheelbase	STD
Radio: ETR AM/FM Stereo/Digital Clock	Included
Ambulance Prep Package Not Required	N/C
Paint Table : Primary	$0.00
Manual Telescopic Trailer Tow Mirrors w/Flat Lens	$125.00
Frame Pucks (Isolators)	$50.00
B-Pillar Trim Kit	$75.00
Cruise Control	$240.00
High Series Exterior Upgrade Package	$105.00
Front Chrome Bumper w/Black Lower Fascia	Included
Chrome Grille	Included
Dual Sealed-Beam w/Fixed Lens Headlamps	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Oxford White	N/C
Medium Flint	N/C
Cloth Seat Trim	N/C
Wheels: 16" x 7" White Painted Steel	$25.00

Upfit Options

SUBTOTAL	$29,645.00
Destination Charge	$995.00
TOTAL	**$30,640.00**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

AI-51483 **Purchasing Department** **19. G. 1.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to purchase the following vehicle through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the total amount of $42,186.00 which includes shipping and a one time administration fee $400.00/Project #2015-345-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-280-092-0-752

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

BUDGETARY IMPACT:

Funds available through Req#284507.

Attachments

Verification Backup

Req & Alio Account balance

Window Sticker

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/30/2015 02:09 PM
Budget & Management	Veronica Ortiz	09/30/2015 04:09 PM
Glinda Pacheco	Glinda Pacheco	10/07/2015 02:00 PM
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Elena Gomez		Started On: 09/22/2015 11:16 AM
Final Approval Date: 10/09/2015		

Req#284507

2015-345

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY SHERIFF OFFICE
Contact: RICHARD OZUNA
Phone/email: richard.ozuna@hidalgoso.org
Product Description: CHEVY TAHOE

Caldwell Rep: MICHAEL WILEY
Phone/fax: 254-773-8824 / 254-773-8808
Date: Wednesday, September 09, 2015
email: mwiley@caldwellcountry.com

A. Bid Series: 21

A. Base Price: $ 37,336.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
FLT	2016 CC10706- FL1	INCL	CK1506	TAHOE FLT 4X4	$ 2,850.00
	5.3L V8; 6-SPD AUTOMATIC	INCL	PZX	18" ALUMINUM WHEELS	$ 380.00
	FRONT & REAR A/C	INCL	A95	CLOTH BUCKETS WITH	$ 237.00
	CLOTH BUCKETS FRONT	INCL		CENTER CONSOLE	
	CENTER CONSOLE	INCL	NQH	ELECTRIC TRANSFER CASE	$ 95.00
	CLOTH 2ND ROW	INCL	B30	CARPET FLOORS W/ MATS	$ 180.00
	POWER WINDOWS AND LOCKS	INCL			
	CRUISE CONTROL	INCL			
	AM/FM/CD	INCL			
	RUBBER FLOOR	INCL			

Total of B. Published Options: $ 3,742.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		ESTIMATED 90-120 DAYS	DELIVERY
		SLATE GREY METALLIC	COLOR

Total of C. Unpublished Options: $ -

D. Pre-delivery Inspection: $ -

E. Texas State Inspection: $ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

H Lot Insurance (for in-stock and/or equipped vehicles): $ -

I. Contract Price Adjustment: $ -

J. Additional Delivery Charge: 354 miles $ 708.00

K. Subtotal: $ 41,786.00

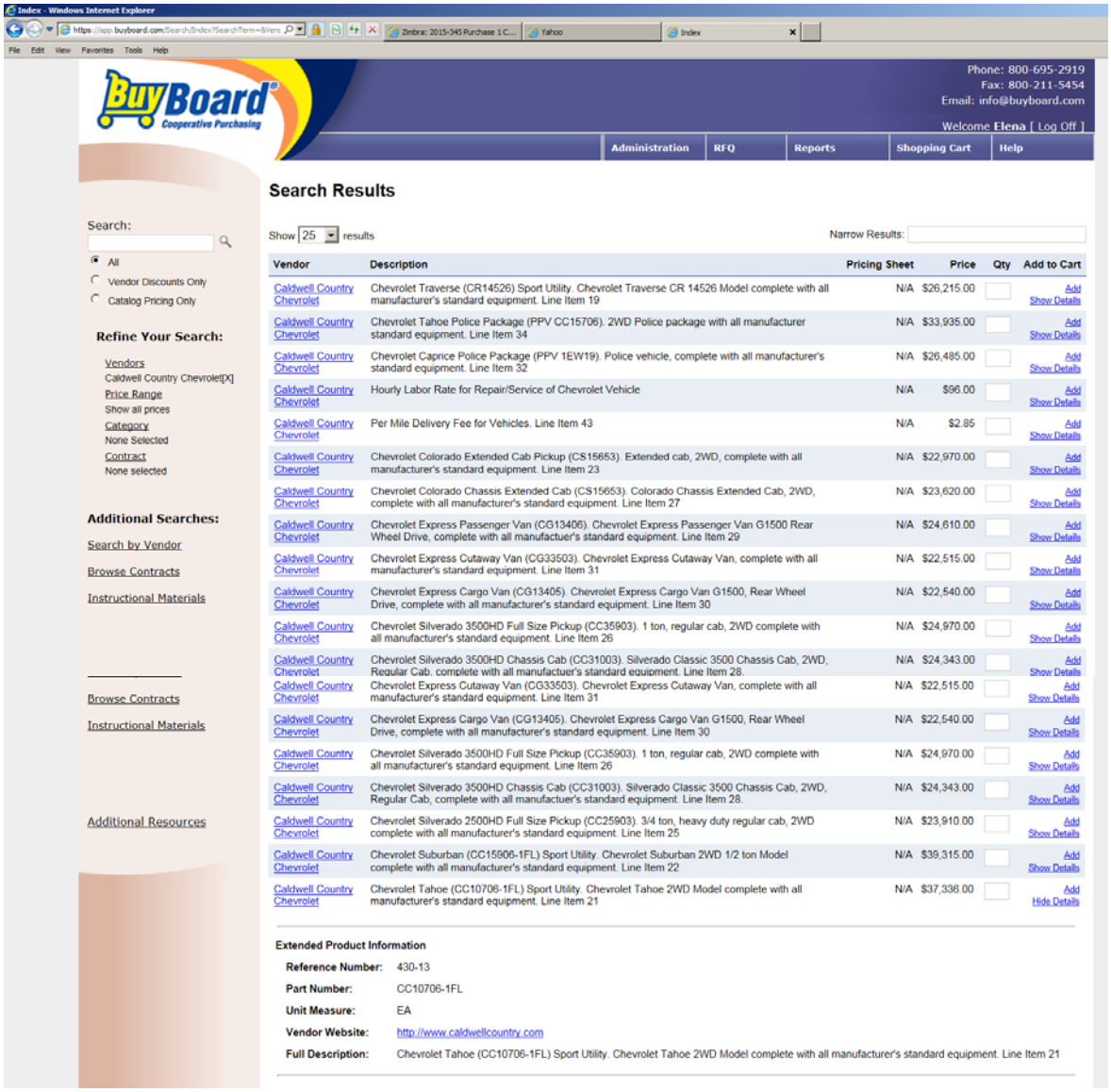
L. Quantity Ordered 1 x K = $ 41,786.00

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER $ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE $ 42,186.00

2015-345 SHERIFF'S OFFICE
1-2016 CHEVY TAHOE



Index - Windows Internet Explorer

BuyBoard Cooperative Purchasing

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Elena** [Log Off]

Administration | RFQ | Reports | Shopping Cart | Help

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Chevrolet[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Browse Contracts
Instructional Materials

Additional Resources

Search Results

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Caldwell Country Chevrolet	Chevrolet Traverse (CR14526) Sport Utility. Chevrolet Traverse CR 14526 Model complete with all manufacturer's standard equipment. Line Item 19	N/A	$26,215.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Tahoe Police Package (PPV CC15706). 2WD Police package with all manufacturer standard equipment. Line Item 34	N/A	$33,935.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Caprice Police Package (PPV 1EW19). Police vehicle, complete with all manufacturer's standard equipment. Line Item 32	N/A	$26,485.00		Add Show Details
Caldwell Country Chevrolet	Hourly Labor Rate for Repair/Service of Chevrolet Vehicle	N/A	$96.00		Add Show Details
Caldwell Country Chevrolet	Per Mile Delivery Fee for Vehicles. Line Item 43	N/A	$2.85		Add Show Details
Caldwell Country Chevrolet	Chevrolet Colorado Extended Cab Pickup (CS15653). Extended cab, 2WD, complete with all manufacturer's standard equipment. Line Item 23	N/A	$22,970.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Colorado Chassis Extended Cab (CS15653). Colorado Chassis Extended Cab, 2WD, complete with all manufacturer's standard equipment. Line Item 27	N/A	$23,620.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Express Passenger Van (CG13406). Chevrolet Express Passenger Van G1500 Rear Wheel Drive, complete with all manufactuer's standard equipment. Line Item 29	N/A	$24,610.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Express Cutaway Van (CG33503). Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment. Line Item 31	N/A	$22,515.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Express Cargo Van (CG13405). Chevrolet Express Cargo Van G1500, Rear Wheel Drive, complete with all manufacturer's standard equipment. Line Item 30	N/A	$22,540.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Full Size Pickup (CC35903). 1 ton, regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 26	N/A	$24,970.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Chassis Cab (CC31003). Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab. complete with all manufactuer's standard equipment. Line Item 28.	N/A	$24,343.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Express Cutaway Van (CG33503). Chevrolet Express Cutaway Van, complete with all manufacturer's standard equipment. Line Item 31	N/A	$22,515.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Express Cargo Van (CG13405). Chevrolet Express Cargo Van G1500, Rear Wheel Drive, complete with all manufacturer's standard equipment. Line Item 30	N/A	$22,540.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Full Size Pickup (CC35903). 1 ton, regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 26	N/A	$24,970.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Silverado 3500HD Chassis Cab (CC31003). Silverado Classic 3500 Chassis Cab, 2WD, Regular Cab, complete with all manufactuer's standard equipment. Line Item 28.	N/A	$24,343.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Silverado 2500HD Full Size Pickup (CC25903). 3/4 ton, heavy duty regular cab, 2WD complete with all manufacturer's standard equipment. Line Item 25	N/A	$23,910.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Suburban (CC15906-1FL) Sport Utility. Chevrolet Suburban 2WD 1/2 ton Model complete with all manufacturer's standard equipment. Line Item 22	N/A	$39,315.00		Add Show Details
Caldwell Country Chevrolet	Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment. Line Item 21	N/A	$37,336.00		Add Hide Details

Extended Product Information

Reference Number: 430-13
Part Number: CC10706-1FL
Unit Measure: EA
Vendor Website: http://www.caldwellcountry.com
Full Description: Chevrolet Tahoe (CC10706-1FL) Sport Utility. Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment. Line Item 21

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Vendor Contract Information

Back

Vhdufk=#

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Yhqgruv
Caldwell Country Chevrolet[X]
Sulfh#Udqjh
Show all prices
Fdwhjru|
None Selected
Frqwudfw
None selected

Additional Searches:

Vhdufk#e|#Yhqgru

Eurz vh#Frqwudfw

Iqvwuxfwlrqdo#Pdwhuldov

Dqqlwlrqdd#Uhvrxufhv

Vendor Name:	Caldwell Country Chevrolet
Address:	P. O. Box 27 Caldwell, TX 77836
Phone Number:	(979) 567-6116
Email:	aknapp@caldwellcountry.com
Website:	http://www.caldwellcountry.com
Federal ID:	14-1856872
Contact:	Averyt Knapp
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the b price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on t BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	Negotiable

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

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12007 Research Boulevard · Austin, Texas 78759-2439
PH: 800-695-2919 · FAX: 800-211-5454 · www.vendor.buyboard.com

SERVICE FEE

By submission of a response to this Proposal Invitation, an awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of **$400 per purchase order** generated from any contract awarded under this Proposal Invitation. Proposer agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon receipt of each fee invoice. Proposer agrees to provide the Cooperative with copies of all purchase orders generated from Proposer's contract(s) that Proposer receives directly from Cooperative members for the purpose of billing and collecting the service fee and for compiling required purchasing history. Proposer further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify the accuracy of service fees payable by Proposer.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly marked as such by manually marking the information on each Proposal page.

ADDITIONAL INFORMATION:

An awarded vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposer's responding to this proposal invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

In the event that a specified model has been discontinued by the manufacturer, vendors should propose the direct replacement models with their proposal submission.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members.

Awarded proposals will not be active on the BuyBoard until price sheets or catalogs are submitted in the proper format to be posted to the BuyBoard.

TYPE OF CONTRACT

This is a "sealed proposal" based on unit prices and discount off catalog price. All discount percentages shall remain firm for the duration of the contract. In the event of price decreases, such price decreases shall be allowed for all products. Catalog/pricelist must be submitted with the Proposal.

By signing this Proposal, the Proposer certifies that the proposing entity has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

The scope of services in this Proposal Invitation does not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architectural and professional engineering services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

10	Per Mile Delivery Fee for Autocar Vehicles	Per Mile Delivery Fee for Vehicles	**Per Mile Delivery Fee for Autocar Vehicles --** State the per mile delivery fee for Vehicles	$ _____/mile
11	Chevrolet Sonic (1LS 1JU69)	Compact Sedan	**Chevrolet Sonic (1LS 1JU69) Compact Sedan --** Chevrolet Sonic 1LS 1JU69 Model complete with all manufacturer's standard equipment	$ _____
12	Chevrolet Spark (1CM48)	Compact Sedan	**Chevrolet Spark (1CM48) Compact Sedan --** Chevrolet Spark 1CM48 base model complete with all manufacturer's standard equipment	$ _____
13	Chevrolet Spark EV Electric (1CZ48)	Compact Sedan	**Chevrolet Spark EV Electric (1CZ48) Compact Sedan --** Chevrolet Spark 1CZ48 base model complete with all manufacturer's standard equipment	$ _____
14	Chevrolet Volt-Electric (1RC68)	Compact Sedan	**Chevrolet Volt-Electric (1RC68) Compact Sedan --** Chevrolet Volt 1RC68 base model complete with all manufacturer's standard equipment	$ _____
15	Chevrolet Cruze LS (1PL69)	Mid Size Sedan	**Chevrolet Cruze LS (1PL69) Mid Size Sedan --** Chevrolet Cruze LS 1PL69 Model complete with all manufacturer's standard equipment	$ _____

PROPOSAL NOTE:
1. *All columns must be completed or response will not be considered.

16	Chevrolet Impala LS (1WF19)	Mid Size Sedan	**Chevrolet Impala LS (1WF19) Mid Size Sedan --** Chevrolet Implala LS Model complete with all manufacturer's standard equipment	$ _____
17	Chevrolet Malibu LS (1GB69)	Mid Size Sedan	**Chevrolet Malibu LS (1GB69) Mid Size Sedan --** Chevrolet Malibu LS Model complete with all manufacturer's standard equipment	$ _____
18	Chevrolet Captiva (1LD26)	Sport Utility	**Chevrolet Captiva (1LD26) Sport Utility --** Chevrolet Captiva (1LD26) base model complete with all manufacturer's standard equipment	$ _____
19	Chevrolet Traverse (CR 14526)	Sport Utility	**Chevrolet Traverse (CR 14526) Sport Utility --** Chevrolet Traverse CR 14526 Model complete with all manufacturer's standard equipment	$ _____
20	Chevrolet Equinox Model LS (1LF26)	Sport Utility	**Chevrolet Equinox Model LS (1LF26) Sport Utility --** Chevrolet Equinox LS Model complete with all manufacturer's standard equipment	$ _____
21	Chevrolet Tahoe (CC10706-1FL)	Sport Utility	**Chevrolet Tahoe (CC10706-1FL) Sport Utility --** Chevrolet Tahoe 2WD Model complete with all manufacturer's standard equipment	$ _____

PROPOSAL NOTE:
1. *All columns must be completed or response will not be considered.

SAM Search Results
List of records matching your search for :
Record Status: Active
DUNS Number: 003984249
Functional Area: Entity Management, Performance Information

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: Apr 7, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512	State/Province: TEXAS Country: UNITED STATES	

2015-345

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00284507

PO #

Date: 09/18/15

Bill To: x
x

Vendor : 358185
CALDWELL COUNTRY CHEVROLET
P.O. BOX 27
CALDWELL TX 77836

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

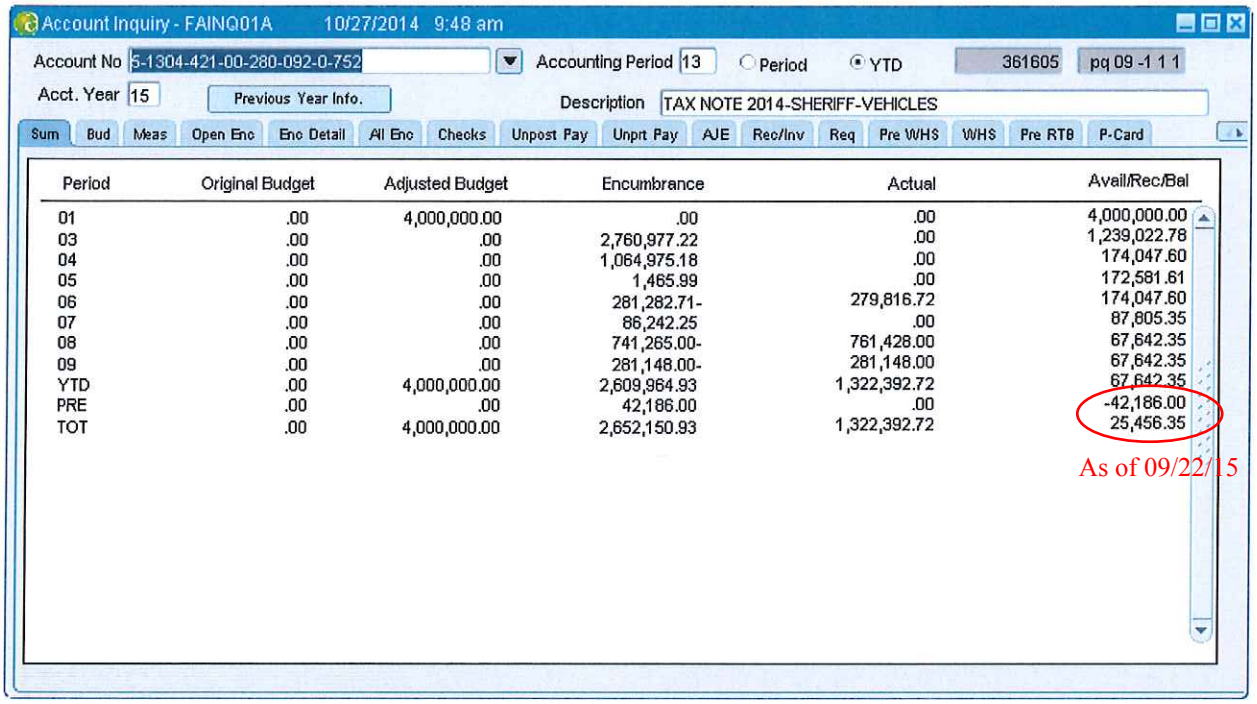
Contact: EVER OCHOA
956-393-6024

Contract No: BUY BOARD 430-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	2016 CHEVY TAHOE PRODUCT ITEM BASE UNIT PRICE PUBLISHED OPTIONS 2016 CC10706-FL-1 5.3L V8; 6SPD AUTOMATIC FRONT & REAR A/C CLOTH BUCKETS FRONT CENTER CONSOLE CLOTH 2ND ROW POWER WINDOWS AND LOCKS CRUISE CONTROL AM/FM/CD/RUBBER FLOOR	37,336.00	37,336.00
1.00	EACH	TAHOE FLT 4X4	2,850.00	2,850.00
1.00	EACH	18" ALUMINUM WHEELS	380.00	380.00
1.00	EACH	CLOTH BUCKETS WITH CENTER CONSOLE	237.00	237.00
1.00	EACH	ELECTRIC TRANSFER CASE	95.00	95.00
1.00	EACH	CARPET FLOORS W/MATS	180.00	180.00
1.00	EACH	UNPUBLISHED OPTIONS SLATE GREY METALLIC ESTIMATED 90-120 DAYS	.00	.00
1.00	EACH	ADDITIONAL DELIVERY CHARGE: 354 MILES	708.00	708.00
1.00	EACH	BUY BOARD FEE PER PURCHASE ORDER	400.00	400.00
		Account No	Encumbrance	
		5-1304-421-00-280-092-0-752	42,186.00	
			Freight	.00
			Total	42,186.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____


Account Inquiry - FAINQ01A 10/27/2014 9:48 am
Account No 5-1304-421-00-280-092-0-752
Accounting Period 13
Period
YTD
361605
pg 09 -1 1 1
Acct. Year 15
Previous Year Info.
Description TAX NOTE 2014-SHERIFF-VEHICLES
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay AJE Rec/Inv Req Pre WHS WHS Pre RTB P-Card
Period Original Budget Adjusted Budget Encumbrance Actual Avail/Rec/Bal
01 .00 4,000,000.00 .00 .00 4,000,000.00
03 .00 .00 2,760,977.22 .00 1,239,022.78
04 .00 .00 1,064,975.18 .00 174,047.60
05 .00 .00 1,465.99 .00 172,581.61
06 .00 .00 281,282.71- 279,816.72 174,047.60
07 .00 .00 86,242.25 .00 87,805.35
08 .00 .00 741,265.00- 761,428.00 67,642.35
09 .00 .00 281,148.00- 281,148.00 67,642.35
YTD .00 4,000,000.00 2,609,964.93 1,322,392.72 67,642.35
PRE .00 .00 42,186.00 .00 -42,186.00
TOT .00 4,000,000.00 2,652,150.93 1,322,392.72 25,456.35
As of 09/22/15

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

WINDOW STICKER

2016 Chevrolet Tahoe 4WD 4dr Commercial	Interior: - Jet Black
5.3L/325 CID Gas/Ethanol V8	Exterior 1: - Slate Grey Metallic
* 6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK15706	2016 Chevrolet Tahoe 4WD 4dr Commercial	$50,000.00
	OPTIONS	
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE	$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE	$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	$0.00
GU4	REAR AXLE, 3.08 RATIO	$0.00
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP	-$1,600.00
PZX	WHEELS, 18" X 8.5" (45.7 CM X 21.6 CM) ALUMINUM WITH HIGH-POLISHED FI	$400.00
RKX	TIRES, P265/65R18 ALL-SEASON, BLACKWALL	INC
RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL	$0.00
ZY1	PAINT SCHEME, SOLID APPLICATION	$0.00
G1C	SLATE GREY METALLIC	$0.00
A95	SEATING, FRONT BUCKET WITH PREMIUM CLOTH	$250.00
H0U	JET BLACK, CLOTH SEAT TRIM	$0.00
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT J	$0.00
C6A	GVWR, 7300 LBS. (3311 KG)	$0.00
NQH	TRANSFER CASE, ACTIVE, 2-SPEED ELECTRONIC AUTOTRAC	$100.00
D07	CONSOLE, FLOOR	INC
B30	FLOOR COVERING, COLOR-KEYED CARPETING	$190.00
B58	FLOOR MATS, COLOR-KEYED CARPETED FIRST AND SECOND ROW, REMO	$0.00
AYQ	AIR BAGS, FRONTAL AND SIDE-IMPACT FOR DRIVER AND FRONT PASSENG	INC

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 401.0, Data updated 8/25/2015
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Customer File:

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2016 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr Commercial CK15706

WINDOW STICKER

SUBTOTAL	**$49,340.00**
Advert/Adjustments	$0.00
Destination Charge	$1,195.00
TOTAL PRICE	**$50,535.00**

Est City: 16.00 mpg
Est Highway: 22.00 mpg
Est Highway Cruising Range: 572.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 401.0, Data updated 8/25/2015
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Customer File:

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2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

2016 Chevrolet Tahoe 2WD 4dr Commercial	Interior: - Jet Black
5.3L/325 CID Gas/Ethanol V8	Exterior 1: - Slate Grey Metallic
* 6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CC15706	2016 Chevrolet Tahoe 2WD 4dr Commercial	$47,000.00
	OPTIONS	
ZW7	SUSPENSION PACKAGE, PREMIUM SMOOTH RIDE	$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE	$0.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	$0.00
GU4	REAR AXLE, 3.08 RATIO	$0.00
1FL	COMMERCIAL PREFERRED EQUIPMENT GROUP	-$1,600.00
RD6	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) PAINTED STEEL	$0.00
RC3	TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL	$0.00
RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL	INC
ZY1	PAINT SCHEME, SOLID APPLICATION	$0.00
G1C	SLATE GREY METALLIC	$0.00
AZ3	SEATING, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER	$0.00
H0U	JET BLACK, CLOTH SEAT TRIM	$0.00
IO3	AUDIO SYSTEM, AM/FM STEREO WITH CD PLAYER AND AUXILIARY INPUT J	$0.00
C5Y	GVWR, 7100 LBS. (3221 KG)	$0.00
	SUBTOTAL	**$45,400.00**

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2016 Fleet/Non-Retail Chevrolet Tahoe 2WD 4dr Commercial CC15706

WINDOW STICKER

Advert/Adjustments	$0.00
Destination Charge	$1,195.00
TOTAL PRICE	**$46,595.00**

Est City: 16.00 mpg
Est Highway: 23.00 mpg
Est Highway Cruising Range: 598.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

AI-51738 **Purchasing Department** **19. G. 2.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of an Amendment No. 1 to the current agreement between Hidalgo County and Prodigy Construction Management, LLC for the "Law Enforcement/Adult Detention Facilities Repair," with subject to legal's final approval. C-14-360-10-14

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-423-21-280-087-0-452

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

BUDGETARY IMPACT:

PO 718240. PO Increase will be submitted by dept. in the amount of $7,500.00 subject to approval of Amendment.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	10/09/2015 04:41 PM

Form Started By: Rocio Villarreal Started On: 10/08/2015 02:49 PM

Final Approval Date: 10/09/2015

AI-51766 **Closed Session** **20. C.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5041-15-I; Tomasa Hoskinson v. Hilario Tallabas and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Monica Badillo		Started On: 10/09/2015 03:55 PM
Final Approval Date: 10/09/2015		

AI-51768 **Closed Session** **20. D.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - County of Hidalgo v. Volkswagon Group of America Inc., Audi of America LLC. and all other entities liable under the Texas Clean Air Act

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Monica Badillo		Started On: 10/09/2015 04:35 PM
Final Approval Date: 10/09/2015		

AI-51767 **Open Session** **22. C.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5041-15-I; Tomasa Hoskinson v. Hilario Tallabas and Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Monica Badillo		Started On: 10/09/2015 03:56 PM
Final Approval Date: 10/09/2015		

AI-51769 **Open Session** **22. D.**

CC - REGULAR

Meeting Date: 10/13/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pending/potential litigation - County of Hidalgo v. Volkswagon Group of America Inc., Audi of America LLC. and all other entities liable under the Texas Clean Air Act

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	10/09/2015 04:41 PM
Form Started By: Monica Badillo		Started On: 10/09/2015 04:35 PM
Final Approval Date: 10/09/2015		