AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
March 7, 2016
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. **County Judge's Office:**

A. AI-53443 Resolution in Honor of the Edinburg High School National Champion Cheerleaders

B. AI-53684 Discussion and approval of letter of support to designate the City of Hidalgo as a Targeted Employment Area for purposes of EB-5 Foreign Investor Visa Applications.

C. AI-53661 Consideration and approval of a Resolution supporting the current regional project known as the International Bridge Trade Corridor (better known as the IBTC).

D. AI-53657 Consideration and approval of a Resolution supporting the necessary improvements to the Pharr Interchange.

7. **Constables:**

A. AI-53524 Constable Pct.2 Office - LBSP FY17 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY17 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to e-sign application under egrants as authorized official.

8. **Sheriff's Office:**

A. AI-53541 Sheriff's Office - OPSG FY16 (1284):
Authorization and approval to apply for the Operation Stonegarden (OPSG) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD)

B. AI-53610 Operation Stonegarden (1284):
Authorization and approval to de-obligate $10,000.00 of Edinburg Police Department Operation Stonegarden 2014 mileage funds to allocate to Hidalgo County Sheriff's Office (HCSO).

C. AI-53619 Operation Stonegarden (1284):
Authorization and approval to de-obligate $12,000.00 of La Joya Operation Stonegarden 2014 overtime funds to allocate to Sheriff OPSG 14 grant.

D. AI-53620 Operation Stonegarden (1284):
Authorization and approval to de-obligate $53,000.00 of Sullivan City Operation Stonegarden 2014 overtime funds to allocate to Sheriff OPSG 14.

E. AI-53671 1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and Internal Revenue Service (IRS).
2. Authorization for County Judge, as authorized official, and County Sheriff to sign document.

9. **Executive Office:**

A. AI-53601 Appointment of Hidalgo County Fire Marshal

B. AI-53551 Civil Service (1100):
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice Date	PO#	Amount	Purpose/Event
Subway #6216	1/21/16	737097	$ 52.50	Civil Service Commission Meeting 1/21/16 (due to 2 hr. limit non-compliance)

C. AI-53517 Approval to accept settlement check from Government Employees Insurance Company in the amount of $1,373.77 to settle auto loss with County vehicle. (Sheriff Office)

10. **Human Resources:**

A. AI-53642 Tax Office - Scofflaw Program (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel action, effective next full pay period:

Action	Dept/ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	140-004	0003	Scofflaw Compliance Specialist	$40,000.00

3. Approval of appropriation of funds.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. AI-53502 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:

Action	Dept. / Program	Slot No.	Position Title	Current Budgeted Salary/ Allowance	Proposed Position Title	Proposed Budgeted Salary/ Allowance
Add Clothing Allowance	280-001	0194	Deputy Sheriff Step I	$0.00	-	$500.00
Delete	280-001	0006	Captain	$68,959.00	-	$0.00
Salary Adjustment/ Increase	280-001	0034	Crime Scene Specialist Supervisor	$49,593.00	-	$51,093.00
Salary Adjustment/ Increase	280-001	0042	Crime Scene Specialist	$47,527.00	-	$49,027.00
Salary Adjustment/ Increase	280-001	0043	Crime Scene Specialist	$47,527.00	-	$49,027.00
Salary Adjustment/ Increase	280-001	0044	Crime Scene Specialist	$47,527.00	-	$49,027.00
Reclassification	280-001	0379	Technician IV	$39,369.00	Systems Network Administrator	$49,369.00
Create	280-001	0423	-	$0.00	Sergeant Step I	$48,780.00

3. Approval of intradepartmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. AI-53595 Safety (1100) / Human Resources (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, 3/21/16:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	125-003	0005	Safety Officer III	$57,535.00	$0.00
Create	190-002	0013	Human Resources Analyst III	$0.00	$55,440.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedules in accordance with Commissioners Court action.

D. AI-53645 1. Status report on the implementation of the county's Classification and Compensation Pay Plan. (Grade & Step)
2. Approval of Classification and Compensation Plan Position Inventory List.
3. Approval of corrections to position titles as per Exhibit A.
4. Approval to revise salary schedule as per commissioners' court action.

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

A. AI-53571 Pursuant to Chapter 121 Local Public Health Reorganization act; Sec. 121.006, requesting approval of the Schedules of Fees effective March 7, 2016.

B. AI-53577 Requesting approval of the Interlocal Cooperation Agreement Between Lower Rio Grande Valley Development Council and Hidalgo County. The purpose of the Agreement is to provide a Radiological Workshop for personnel who respond and provide services in cases of emergencies involving a radiological event and other potential public calamities.

C. AI-53564 Requesting approval to submit a contract amendment request to the Department of State Health Services to amend contract #2016-004045-00 CPS / OT-Unique for the purpose of reallocating available funds.

D. AI-53561 Requesting approval to submit a contract amendment request to the Department of State Health Services to amend contract #2016-000022-00 Immunization Branch Locals for the purpose of reallocating available funds.

E. AI-53540 Requesting approval of the Resolution in support of the State Homeland Security Program grant application as approved by Commissioner's Court on 01/19/2016 through AI-52924.

F. AI-53512 Requesting approval of the Memorandum of Understanding between Remote Area Medical Foundation and The County of Hidalgo. Remote Area Medical Foundation in conjuction with Operation Lone Star will provide free expanded medical services to the residents of Hidalgo County.

G. **Health Care Funding District:**

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

H. **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. **Adult Probation:**

A. AI-53562 Application for the Adult Probation 2017 Grant Cycle of the Criminal Justice Division (CJD) of the Governor's Office
1. Substance Abuse Treatment Facility – RSAT Grant #2928002
a. Ratify application for the Substance Abuse Treatment Facility – RSAT Grant #2928002
b. Approval of resolution appointing Arnold K. Patrick the Authorized Official for the Substance Abuse Treatment Facility – RSAT Grant #2928002

13. **Emergency Management:**

A. AI-53651 Discussion and possible action to amend the Project Officer Designation for Hazard Mitigation Grant form, with authority for County Judge to sign the required documentation.

B. AI-53606 1. Approval of the appointment of the Hidalgo County Local Emergency Planning Committee Board.
2. Authorization for County Judge Ramon Garcia to sign the Local Emergency Planning Committee membership update form for the State Emergency Response Commission c/o TDEM Operation section.

14. **IT Department:**

A. AI-53530 COMMISSIONER PCT. 4

Authorization and approval to purchase data service for GPS units through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:
107	Data Plan for GPS	Office Use	Machine to Machine Account Share 1MB @ $5.00 each per month
21	Data Plan for GPS	Office Use	Machine to Machine Account Share 5MB @ $7.00 each per month

15. **Urban County:**

A. AI-53536 "Subject to Compliance with HB 1295, when and if applicable" Urban County Program on behalf of the City of Mercedes is requesting authority to purchase playground equipment for Goza Park. Purchase will be made from Park Place Recreation Designs, Inc. (Contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase including shipping is $18,186.00 utilizing FY 28 (2015) City of Mercedes Parks, Recreational Facility Funds.

B. AI-53560 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring and grid for the purpose of ranking by Commissioners' Court of at least three (3) professional engineering firms from the County's Approved "Pool" as graded and evaluated by the City of Edcouch, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 28 (2015) City of Edcouch- Park, Recreational Facility Improvements (Bell Park) funds.

Professional Service Firm	Grade	Rank
Fulcrum Consulting Services	91.67%	
Guzman & Munoz Engineering and Surveying, Inc.	87.33%	
Rio Delta Engineering	85.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for an Urban County Program Year 28 (2015) City of Edcouch- Park, Recreational Facility Improvements (Bell Park) Project.

C. AI-53600 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring and grid for the purpose of ranking by Commissioners' Court of at least three (3) engineering firms from the County's Approved "Pool" as graded and evaluated by the City of Palmview, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 27 & 28 (2014 & 2015) Palmview Parks, Recreational Facility Improvements funds.

Professional Service Firm	Grade	Ranked
SAMES, Inc.	94.67	
International Consulting Engineers	87.67	
Entech Civil Engineers, Inc.	86.67	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for the provision of engineering services for an Urban County Program Year Year 27 & 28 (2014 & 2015) Palmview Parks, Recreational Facility Improvements Project.

D. AI-53602 The Urban County Program is requesting approval of a budget and program amendment for the City of Sullivan City. The proposed program amendment is for the Fiscal Years 25 & 26 (2013 & 2014) work plans. The amendment will decrease the 2013 & 2014 Street Improvements line item, it will increase the 2013 Parks, Recreational Facility Improvements line item and create a 2014 Parks, Recreational Facility Improvements Line Item.

E. AI-53607 "Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Texas Cordia Construction, LLC in the amount of $986,188.50. UCP funds from FYs 26, 27 & 28 (2013, 2014 & 2015) Street Improvements line items and Precinct No. 1 CO2015A funds will be utilized.

F. AI-53608 "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Mercedes is requesting authority to purchase playground equipment for Saladino Park. Purchase will be made from Park Place Recreation Designs, Inc. (contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase including shipping is $18,186.00, utilizing FY 28 (2015) City of Mercedes Parks, Recreational Facility funds.

G. AI-53609 "Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of La Villa is requesting authority to purchase computer software for the city's youth center. Purchase will be made from Advanced PC Products, Inc. (contract # 498-15) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $6,268.50, utilizing FY 28 (2015) City of La Villa Public Service (General) - La Villa Youth Center Funds.

16. **Elections Administration:**

A. Discussion and/or action, including but not limited to Elections updates

B. AI-53604 Requesting approval for County Treasurers to process payment for fuel reimbursement in the amount of $34.00 for Yvonne Ramon after auditing procedures are completed by County Auditor.

17. **Auditor's Office:**

A. AI-53652 1. Approval of Certification of Revenues as certified by the County Auditor for various TXDOT projects.
2. Approval of 2015 appropriation of funds for various TXDOT projects in the total amount of $1,664,386.24

18. **Precinct #1 - Comm. Cuellar:**

A. AI-53666 Authorization to re-appoint Josue Reyes to the Hidalgo County Regional Mobility Authority Board of Directors, for a two year term Effective March 7, 2016

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

A. AI-53650 Appointment of member to the Regional Mobility Authority (RMA) Board by Commissioner Pct. 2 effective 3/7/16

B. AI-53505 Requesting approval of Memorandum of Understanding between the County of Hidalgo, McAllen Careers Institute, and Motivation Education & Training, Inc to provide vocational trade training (welding) at the Pct.2 Alamo CRC.

20. **Budget & Management:**

A. AI-53538 Approval of an Order authorizing the establishment of streetlights along county roads located in Eldora Heights Phases I, II, III and Goolie Meadows Phases I and II.

B. **Budget Appropriations:**

1. AI-53649 Health Department (1293):
Approval to deobligate funds from the Health Department CPS/HAZARDS FY15 Grant in the amount of $694.00.

21. **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-53521 Approval of a revision to previously approved (CC12/08/15-AI#52528) Agreement with Brown & Brown Lone Star Insurance Services, Inc., dba, Alamo Insurance Group (C-15-283-12-08) for: Consulting Services for Self-Funded Insured Group Health to reflect the RFP as part of agreement along with the language to include it.

2. AI-53533 Requesting authority to advertise and approval of procurement packet [draft service contract, legal notice etc] as attached hereto for Hidalgo County-Flexible Base Materials (Crushed Caliche) RFB No. 2016-077-SMA including the re-advertising of project in the event no bid responses are received and/or rejected and project is still required.

3. AI-53254 Acceptance and approval of pre-qualified firms submitting **"Statements of Qualifications"** for establishment of a **"Pool"** (as listed on the RFQ Acceptance Sheets attached hereto) for engagement through the established statutory and local protocol (i.e. nomination by user, grading/scoring, presentation to CC for ranking, authority for negotiations for a final agreement, etc.) on an **"As Needed Basis"** per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a. Architectural Services (RFQ 2016-001-02-17-YSS)- **10** firms
b. Engineering Services (RFQ 2016-002-02-17-YZV) - **40** firms
c. Engineering Services-Geotechnical & Construction Materials Testing (RFQ

2016-003-02-17- HGO) **9** firms
d. Construction Management Services (RFQ 2016-004-02-17-MSS) **19** firms
e. Appraisal Services and/or Appraisal Review Services (RFQ 2016-005-02-17-SMA)-**5** firms
f. Surveyor Services (RFQ 2016-006-02-17-SGS)-**16** firms

with effective date of "Approved Pools" commencing March 16, 2016

4. AI-53588 **A. Supplemental [Revised] Schematic Design:**
Acceptance and approval of the Supplemental [Revised] Schematic Design by ERO in a deliverable form that can be utilized in connection with the final phases for the Design & Construction of a New Hidalgo County Courthouse at no cost to Hidalgo County

B. Legal Counsel:
1. Exemption from competitive bidding requirement under Texas Local Government Code, 262.024(a)(4), a professional service;
2. Authority to negotiate a Letter of Engagement with the law firm of Porter Hedge, LLP, Hon. David D. Peden [pronounced Payden] in connection with assisting Hidalgo County including, but not limited to, the following scopes of legal services:
a. negotiating the final form of agreement (AIA form of agreements) for the last phases (where applicable): design development, construction documents, bidding or negotiation, construction/contract administration, project close-out & warranty which includes the architects obligation to engage Civil, MEP, HVAC & Structural services;
b. providing HCCC with information on the different options on methods of construction (i.e. conventional, design-build, cmar, etc.);
c. assist HC with the preparation of any and all procurement packets that will be required for the design and construction of a new courthouse including the contracts required for same;
d. define the role and scope of services for the engagement of a Project Manager, if HCCC so opts;
e. other services as may be defined by CC;

C. Nomination of at least 3 firms from HC current approved "pools" of professional services providers:
1. County's obligation for professional services under construction project:
a. Geo Technical;
b. Materials Testing;
c. Surveyors;
d. Civil Engineer;

D. Architect
Nomination of at least 3 firms from HC current approved "pool' of Architectural Firms to complete the final phases for the Design and Construction of a New Courthouse [i.e. design development, construction documents; bidding or negotiation phase, construction/contract administration, & project close-out and warranty phases.
E. Selection of Evaluation Committee(s) - Professional Services Providers Nominated:

_____
_____
_____
_____
_____

B. **Pct. 2**

1. AI-53664 Acceptance and approval of Work Authorization No. 8 (with an estimated cost of $3,952.13) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 Las Milpas Road(McColl to Jackson Rd)Project.

2. AI-53662 Acceptance and approval of Work Authorization No. 9 (with an estimated cost of $5,206.03) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 San Antonio (Moore-Sam Houston) Road Project.

3. AI-53654 a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc., for "Pct 2 Boys & Girls Club Facility Project " as approved for negotiations on CC 2/23/16 and subject to compliance with HB23 and HB1295 [if and when applicable], and legal review for the design and construction management and inspection of the project;

   b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $54,055.56) as submitted by project engineer, L&G Consulting Engineers, Inc., for Prof. Engineering Services for the "Pct 2 Boys & Girls Club Facility Project" through Contract No. C-16-131-03-07.

4. AI-53462 Acceptance and approval of amendment #1 to AIA B101-2007 Contract #C-15-160-09-15 with Sam Garcia Architects for Professional Services for "Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades" - Hidalgo County - Precinct 2 to include Topographic Survey. Survey to include all visible improvements, spot elevations at 50 ft. grid and trees;

C. **Pct. 4**

1. AI-53663 A. Due to cancelation of the project, **Rescind** action taken (**CC 02/04/15-REG. AI-48332**) ranking as #1 the firm: **ERO Architects** for the purposes of negotiating a professional (AIA form of Agreement) for the **"Design and Construction of a Mechanical Shop"** in **Hidalgo County Precinct No. 4;**

   B. Due to the cancelation of the project, **Rescind** action taken (**CC on 05/19/15 - REG. AI-49639**) ranking as #1 the firm: **Broaddus & Associates, Inc.** for the purposes of negotiating a "professional construction management services agreement" for the **"Design and Construction of a Mechanical Shop"** in **Hidalgo County Precinct No. 4.**

2. AI-53555 A. Action to rescind suspension and resume Hidalgo County AIA Contract No. C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction for "Hidalgo County Precinct No. 4 -Construction of a Community Resource Center in San Carlos" by authorizing architect of record Mata Garcia Architects, LLP, to proceed to notify contractor via attached formal letter of Commissioners' Court action to resume construction work as of March 7th, 2016.

   B. Acceptance and approval of Change Order No. 5 for modifications to building in the amount of $133,000.00 and an extension of 537 days for Contract No. C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.

3. AI-53574 Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, LeFevre Engineering & Management Consulting, LLC, for: Hidalgo County Precinct No. 4 -"Construction of Parking Lot at San Carlos CRC & Sunflower Park"-RFB No. 2016-115-03-30-MSS.

4. AI-53559 Requesting approval to purchase (4) Four 2016 CAT CT660S Dump Trucks through the County's Membership/Participation with BuyBoard's Awarded Vendor, HOLT CAT [Contract #430-13;Expires 11/30/16]) for $501,313.00 through Requisition #293162 which includes OEM & Non-OEM Optional Equipment plus shipping and a one-time administration fee of $400.00 subject to compliance with HB1295 & HB23 & Modified CIQ if and when applicable.

D. **Sheriff's Office**

1. AI-53523 A. Approval of Request for Payment-Application No. 11 in the amount of $34,675.00 from Central Air and Heating Services, Inc., awarded contractor for the Sheriff's Office "Adult Detention and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement", as certified for payment by project engineer, Chanin Engineering;

B. Acceptance and approval of invoice No. 13159-14 in the amount of $599.00, submitted by Chanin Engineering, LLC, contracted engineer for the "Adult Detention and Law Enforcement Facility Repairs and/or Replacement" C-13-133-07-09.

Closed Session:

22. Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.074 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-53647 Claim of Marco Arroyo

D. AI-53518 Hidalgo County v. Soad Aglaee Anzaldua

E. AI-53552 Claim of Charlene Miller

F. AI-53545 C-0722-16-E; Santiago Aguilera Lara et al v. County of Hidalgo

G. AI-53676 EEOC Charge No. 451-2016-00607; Claim of Claudia Quiroga

H. AI-53528 Potential Litigation - Claim against Old Republic Surety Company

I. AI-53612 C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

J. AI-53578 C-0830-16-G; R. Gutierrez Engineering Corporation v. Hidalgo County

K. AI-53665 C-0887-16-H; R.Gutierrez Engineering Corporation v. Hidalgo County

L. AI-53633 Deliberation of the appointment, employment and duties of the Hidalgo County Fire Marshal

M. AI-53635 Deliberation of the appointment, employment and duties of the WIC Director

23. 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 (subject to compliance with HB1295)

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-53648 Claim of Marco Arroyo

D. AI-53519 Hidalgo County v. Soad Algaee Anzaldua

E. AI-53553 Claim of Charlene Miller

F. AI-53546 C-0722-16-E; Santiago Aguilera Lara et al v. County of Hidalgo

G. AI-53677 EEOC Charge No. 451-2016-00607; Claim of Claudia Quiroga

H. AI-53529 Potential Litigation - Claim against Old Republic Surety Company

I. AI-53611 C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

J. AI-53579 C-0830-16-G; R. Gutierrez Engineering Corporation v. Hidalgo County

K. AI-53667 C-0887-16-H; R.Gutierrez Engineering Corporation v. Hidalgo County

L. AI-53634 Deliberation of the appointment, employment and duties of the Hidalgo County Fire Marshal

M. AI-53636 Deliberation of the appointment, employment and duties of the WIC Director

Closed Session:

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

Open Session:

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

27. **Adjourn**

AI-53443

County Judge's Office 6. A.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Julia Sullivan, COUNTY JUDGE
Submitted By: Julia Sullivan, PUBLIC AFFAIRS
Department: COUNTY JUDGE

Information

CAPTION

Resolution in Honor of the Edinburg High School National Champion Cheerleaders

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 04:44 PM
Glinda Pacheco	Glinda Pacheco	02/12/2016 04:51 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Julia Sullivan Started On: 02/12/2016 04:27 PM
Final Approval Date: 03/04/2016

RESOLUTION IN HONOR OF THE EDINBURG HIGH SCHOOL VARSITY CHEERLEADERS

WHEREAS, the Varsity Bobcat Cheerleaders recently won their fourth consecutive national championship during a National Cheerleaders Association (NCA) competition January 23-24 in Dallas, Texas; and

WHEREAS, the NCA Senior and Junior High School National Competition is the most prestigious event for high school cheerleading in the country; and

WHEREAS, the Bobcat Cheerleaders are comprised of Seniors Julie Mendoza, Captain; Yessi Molina, Captain; Juan Banda; Kimberly De Leon; Breanna Peña and Aissa Velasquez; Juniors Arrik Bazan, Sarah De la Fuente, Denise Garza, Alexa Olguin, JoVonne Prado, Emilee Ramos and Samantha Torres; Sophomores Karina Alfaro, Karissa De Leon, Natalie Martinez, Casey Peña, Bryana Perez, Maria Reyes, Miranda Velazquez, and Marcus Villanueva; and Freshmen Pauline Moralez, Nadia Rodriguez and Fatima Torres. Their coaches are Eva Guerra-Perez and Valerie Cortez, and choreographer coaches are Danielle Valdez, Dion Luna, Caleb Echols, and Alex Tanguma; and

WHEREAS, close to 100 intermediate teams from across the coutnry competed in the national tournament. In addition to the team's fourth, consecutive title, the team was awarded the Specialty Award for Best Jumps and Best Stunts.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors the Edinburg High School Varsity Cheerleaders on their fourth consecutive championship in the 2016 National Cheerleaders Association Senior and Junior High School National Competition.

Dated this 7th day of March 2016

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-53684

County Judge's Office 6. B.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Robert Villarreal, COUNTY JUDGE
Submitted By: Virginia Jones, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of letter of support to designate the City of Hidalgo as a Targeted Employment Area for purposes of EB-5 Foreign Investor Visa Applications.

BACKGROUND

No fiscal impact.

Fiscal Impact

Attachments

draft letter

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	03/04/2016 09:03 AM

Form Started By: Virginia Jones Started On: 03/04/2016 08:50 AM
Final Approval Date: 03/04/2016

AI-53661

County Judge's Office 6. C.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Robert Villarreal, COUNTY JUDGE
Submitted By: Virginia Jones, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

Consideration and approval of a Resolution supporting the current regional project known as the International Bridge Trade Corridor (better known as the IBTC).

BACKGROUND

No fiscal impact.

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact

Attachments

Resolution - Draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 02:55 PM
Ivan Cantu	Ivan Cantu	03/03/2016 03:14 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Virginia Jones Started On: 03/03/2016 02:32 PM
Final Approval Date: 03/04/2016

THE STATE OF TEXAS
COUNTY OF HIDALGO

RESOLUTION

BE IT RESOLVED THAT ON THE 7TH DAY OF MARCH, 2016, THE HIDALGO COUNTY COMMISSIONERS' COURT CONVENED IN REGULAR SESSION, AN UPON THE REQUEST OF THE CITY OF PHARR AND MAYOR AMBROSIO HERNANDEZ, MD AND THE APPROVAL OF THE HIDALGO COUNTY COMMISSIONERS COURT, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF THE SAID COURT FOR SUCH MEETING, PURSUANT TO GOVERNMENT CODE SECTION 551.041 ET. SEQ., VERNON'S TEXAS CIVIL STATUTES (THE TEXAS OPEN MEETINGS ACT) TO BE CONSIDERED:

"CONSIDERATION AND APPROVAL OF A RESOLUTION SUPPORTING THE CURRENT REGIONAL PROJECT KNOWN AS THE INTERNATIONAL BRIDGE TRADE CORRIDOR (BETTER KNOWN AS THE IBTC)"

WHEREAS, THE INCREASE IN FREIGHT TRAFFIC IN THE RIO GRANDE VALLEY HAS AND CONTINUES TO GROW IMMENSELY AND IS IN OMINOUS NEED OF DIRECT ACCESS TO A FEDERAL HIGHWAY; AND

WHEREAS, ADEQUATE FREIGHT NETWORK TRANSPORTATION IMPROVEMENTS ARE NECESSARY FOR THE SAFETY AND WELL-BEING OF ALL RESIDENTS AND VISITORS OF THE RIO GRANDE VALLEY; AND

WHEREAS, BY ALLEVIATING CONGESTION ON OUR COMMUNITY ROADS FROM CARGO TRAFFIC WILL ALLOW TRADE AND COMMERCE AT ALL OUR PORTS OF ENTRIES TO GROW AND PROSPER EFFECTIVELY AT A RAPID PACE; AND

WHEREAS, THE REGION RECOGNIZES THE NATIONAL IMPACT OUR PORTS OF ENTRY HAVE OUTSIDE OF OUR STATE AND THE SIGNIFICANCE OF PROVIDING A RELIEF CORRIDOR THROUGH THE IBTC PROJECT.

NOW, THEREFORE, BE IT RESOLVED THAT THE HIDALGO COUNTY COMMISSIONERS COURT HEREBY SUPPORTS THE INTERNATIONAL BRIDGE TRADE CORRIDOR AND URGES STATE AND FEDERAL LEADERSHIP TO SUPPORT THE INTERNATIONAL BRIDGE TRADE CORRIDOR THAT WILL PROVIDE THE NEEDED CAPACITY FOR TODAY AND THE FUTURE.

APPROVED THIS 7TH DAY OF MARCH, 2016.

_____
RAMON GARCIA
COUNTY JUDGE

_____
A.C. CUELLAR
COMMISSIONER PRECINCT 1

_____
JOE FLORES
COMMISSIONER PRECINCT 3

_____
EDDIE CANTU
COMMISSIONER PRECINCT 2

_____
JOSEPH PALACIOS
COMMISSIONER PRECINCT 4

ATTEST:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

DRAFT

AI-53657

County Judge's Office 6. D.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Robert Villarreal, COUNTY JUDGE
Submitted By: Virginia Jones, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

Consideration and approval of a Resolution supporting the necessary improvements to the Pharr Interchange.

BACKGROUND

No fiscal impact.

Fiscal Impact

FISCAL YEAR:	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact

Attachments

Resolution - Draft

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 02:54 PM
Ivan Cantu	Ivan Cantu	03/03/2016 03:12 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Virginia Jones Started On: 03/03/2016 02:12 PM
Final Approval Date: 03/04/2016

THE STATE OF TEXAS
COUNTY OF HIDALGO

RESOLUTION

BE IT RESOLVED THAT ON THE 7th DAY OF MARCH, 2016, THE HIDALGO COUNTY COMMISSIONERS COURT CONVENED IN REGULAR SESSION, AN UPON THE REQUEST OF THE CITY OF PHARR AND MAYOR AMBROSIO HERNANDEZ, MD AND THE APPROVAL OF THE HIDALGO COUNTY COMMISSIONERS COURT, THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF THE SAID COURT FOR SUCH MEETING, PURSUANT TO GOVERNMENT CODE SECTION 551.041 ET. SEQ., VERNON'S TEXAS CIVIL STATUTES (THE TEXAS OPEN MEETINGS ACT) TO BE CONSIDERED:

"CONSIDERATION AND APPROVAL OF A RESOLUTION SUPPORTING THE NECESSARY IMPROVEMENTS TO THE PHARR INTERCHANGE"

WHEREAS, THE PHARR INTERCHANGE OPENED IN 1993 AND HAS PROVIDED SIGNIFICANT IMPROVEMENTS TO THE TRAVELING PUBLIC IN THE AREA; AND

WHEREAS, ADEQUATE TRANSPORTATION IMPROVEMENTS ARE NECESSARY FOR THE SAFETY AND WELL-BEING OF ALL RESIDENTS AND VISITORS; AND

WHEREAS, INTERSTATE HIGHWAYS PROMOTE AND FACILITATE SAFETY, COMMERCE, BUSINESS DEVELOPMENT AND ECONOMIC GROWTH; AND

WHEREAS, THE PHARR INTERCHANGE HAS REACHED ITS OPERATIONAL CAPACITY THAT HAS RESULTED IN A SIGNIFICANT AMOUNT OF CONGESTION AT THE INTERSECTION OF 169C AND INTERSTATE 2.

NOW, THEREFORE, BE IT RESOLVED THAT THE HIDALGO COUNTY COMMISSIONERS COURT HEREBY SUPPORTS THE NECESSARY IMPROVEMENTS TO THE PHARR INTERCHANGE AND URGES STATE AND FEDERAL LEADERSHIP TO SUPPORT THE NECESSARY IMPROVEMENTS AT THE 281 INTERCHANGE THAT WILL PROVIDE THE NEEDED CAPACITY FOR TODAY AND THE FUTURE.

APPROVED THIS 7TH DAY OF MARCH, 2016.

RAMON GARCIA
COUNTY JUDGE

A.C. CUELLAR, JR.
COMMISSIONER PRECINCT 1

JOE FLORES
COMMISSIONER PRECINCT 3

EDUARDO "EDDIE" CANTU
COMMISSIONER PRECINCT 2

JOSEPH PALACIOS
COMMISSIONER PRECINCT 4

ATTEST:
ARTURO GUARJARDO, JR.
COUNTY CLERK

DRAFT

DRAFT

AI-53524 Constables 7. A.

CC - REGULAR

Meeting Date: 03/07/2016

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct.2 Office - LBSP FY17 (1284):
1. Authorization and approval to apply for the Local Border Security Program (LBSP) FY17 grant with the Office of the Governor's Homeland Security Grants Division (HSGD), through egrants.
2. Authorization for County Judge, as authorized official, to e-sign application under egrants as authorized official.

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants Division(HSGD).

Fiscal Impact

FISCAL YEAR:	See below	ACCT. #:	6-1284-421-00-292-080-7-XXX
FUNDS AVAILABLE Y/N?:	N/A	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

County fiscal/calendar year: 6
Grant fiscal year: 17
Account fiscal year: 7
Grant period: October 1, 2016 through August 31, 2017

Approval to apply.
EXPENDITURE ACCOUNT: 6-1284-421-00-292-080-7-XXX CONST PCT2 LBSP
REVENUE ACCOUNT: 6-1284-334-10-292-080-7-000 CONST PCT2 LBSP-REVENUES

No Matching Funds Required

The LBSP grant will only cover Overtime, FICA, Retirement, Unemployment Compensation, and Worker's Compensation fringe benefits.
All other fringe benefits will be reclassified to the Constable Precinct No. 2 general fund account (6-1100-421-00-292-001-0-XXX).

Attachments

LBSP 2017

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 09:33 AM
Manuel Chapa	Manuel Chapa	03/02/2016 09:43 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Roxanne De La Cruz Started On: 02/23/2016 03:05 PM

Final Approval Date: 03/04/2016

Welcome My.Home My.Profile My.Mail.Home Apply My.Password Logout

General Information and Instructions

View Introduction

View Instructions

- Select a funding opportunity and then click the **Apply** button to create a grant application proposal.

Funding Agency

Select your desired funding agency: Homeland Security Grants Division (HSGD)

Organization Type

Select your type of organization. Then, if prompted, select any additional information that applies for this proposed project:

County

◉ applying to provide homeland security services

Type of Project

Select one or more general categories below that best describes your proposed project.

☑ Law Enforcement ☐ Prosecution and Court Services ☐ Homeland Security

Search for Funding Opportunities | Clear Search Criteria

Available Funding Opportunities

OOG is now accepting applications for the following opportunities.

Funding Opportunity RFA (if applicable)	Fund Source	Opportunity Open Date	Opportunity Close Date	Apply
BL17 Local Border Security Program (LBSP)	BL-Local Border Security Program (LBSP)	1/15/2016	4/1/2016	Apply

You are logged in as **User Name:** martincantupct2

AI-53541 Sheriff's Office 8. A.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - OPSG FY16 (1284):
Authorization and approval to apply for the Operation Stonegarden (OPSG) FY16 grant with the Office of the Governor's Homeland Security Grants Division (HSGD)

BACKGROUND

Grant will be administered by the Office of the Governor's Homeland Security Grants Division (HSGD).

Fiscal Impact

FISCAL YEAR: 2018 ACCT. #: 6-1284-421-00-280-047-8-XXX

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

BUDGETARY IMPACT:

No local match required.

Attachments

OPSG 16

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/25/2016 11:26 AM
Budget & Management	Veronica Ortiz	02/25/2016 02:13 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 02/25/2016 11:02 AM

Final Approval Date: 03/04/2016

From: Arturo Mendez [Arturo.Mendez@gov.texas.gov]
Sent: Friday, February 19, 2016 2:09 PM
To: 'Lorena Felan'; 'jdcso122@yahoo.com'; 'rickmcivor@sbcglobal.net'; 'Charles L. Kirk'; 'gosekinneyso@yahoo.com'; 'kinneyso@sbcglobal.net'; 'jdlongoria117@klebergcoso.org'; 'belinda.marker@nuecesco.com'; 'cynthia.martinez@nuecesco.com'; 'refco911@yahoo.com'; 'adrian.rodriguez@co.san-patricio.tx.us'; 'cjgarcia@starrcountyso.org'; 'tcso222@yahoo.com'; esoto@valverdesheriff.com; 'dcanfield@vctx.org'; 'guillermo.salinas@co.willacy.tx.us'; 'ida.martinez@co.willacy.tx.us'; 'Eddiie López'; 'iselapicazo@gmail.com'; 'Suzy Wallace'; 'sheriff@aransascounty.org'; 'sheriff.guerra@hidalgoso.org'; 'sheriff@co.jim-hogg.tx.us'; 'laura_brugette@att.net'; 'candice.villarreal@calhouncotx.org'; 'joerobert.garcia@calhountx.org'; 'bryon.prall@calhountx.org'; 'rolando.martinez@co.cameron.tx.us'; 'cgarza@co.cameron.tx.us'; 'Graciela.Salinas@co.cameron.tx.us'; 'cescamilla@dimmitcounty.org'; 'Isabel Hernandez'; 'Susana Estrada'; 'rosieg@hidalgoso.org'; 'Deborah Fischer '; 'ajl19@yahoo.com'; 'c.kruppa@co.jackson.tx.us'; 'lorenzo.benavides@co.jim-hogg.tx.us'; presidiocountyomb@co.presidio.tx.us; 'danny.dominguez@sbcglobal.net'; 'Vicky Cebollero'; Robert Martinez; Raul Candelaria; 'Anita Guerra'; 'joe@webbcountytx.gov'; 'martincuellar@webbcountytx.gov'; 'fcalderon@webbcountytx.gov'; 'sheriffmboyd@gmail.com'; 'sheriff@hudspethsheriff.org'; 'dsem@zapatacountytx.gov'; 'ignacio.saucedo@co.maverick.tx.us'
Cc: jeannette.duer@co.jeff-davis.tx.us; lturcotte@co.kenedy.tx.us; 'county.judge@co.kinney.tx.us'; 'Rmadrid@co.kleberg.tx.us'; 'nuecescountyjudge@nuecesco.com'; 'judge.blaschke@gmail.com'; 'terry.simpson@co.san-patricio.tx.us'; 'eloy.vera@co.starr.tx.us'; 'santiago.flores@co.terrell.tx.us'; 'evaldez@valverdecounty.org'; 'bzeller@vctx.org'; 'aurelio.guerra@co.willacy.tx.us'; 'zcjluna@yahoo.com'; 'judge@aransascounty.org'; 'Eleazar.Cano@co.brewster.tx.us'; 'mike.pfeifer@calhouncotx.org'; 'ARReyes@co.cameron.tx.us'; 'countyjudge@dimmitcounty.org'; 'escobar@epcounty.com'; 'countyjudge@co.hidalgo.tx.us'; 'd.simons@co.jackson.tx.us'; 'h.gonzalez@co.jim-hogg.tx.us'; 'countyjudge@co.presidio.tx.us'; 'fpaiz@ydsp-nsn.gov'; 'judge_tano@webbcountytx.gov'; 'ysbarbour@klebergcoso.org'; 'david.saucedo@co.maverick.tx.us'; Jiewei Ding (DPS); Lynne Crow (DPS); 'OBP STONEGARDEN TEAM'; RGV-IPT; 'RESENDEZ, JAVIER K'; MAGNESS, AUTHUR J; ALVARADO, OSCAR; 'andres.caballero@cbp.dhs.gov'; 'rodolfo.esquivel@cbp.dhs.gov'; 'TAYLOR, ASHLEY H'; 'BUNDRICK, GREGORY A'; 'ricardo.deluna@cbp.dhs.gov'; 'roger.g.kemp@cbp.dhs.gov'; 'JACKSON, LANCE S'; 'benobe.v.beck@cbp.dhs.gov'; MEZA, JOSE L; BLAZQUEZ, DAVID; 'GOVEA, DANIEL'
Subject: 2016 HSGP (Notice of Funding Opportunity) Grant Guidance and OPSG Application
Attachments: FY 2016 Op Order Application Template.docx; FY_2016_HSGP_NOFO_FINAL.pdf

All,

The 2016 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), which includes the Operation Stonegarden Grant (OPSG), was recently released by FEMA/DHS. A copy the NOFO and OPSG Operations (Op) Order Template are attached.

OPSG provides funding to designated counties/localities to enhance cooperation and coordination between federal, state, local, tribal, and territorial law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with International water borders.

As part of the FY 2016 OPSG application process, each eligible local unit of government at the county or Federally-recognized Tribal government level must develop their Operations Order in coordination with state and Federal law enforcement agencies, to include, but not limited to CBP/USBP. Operations Orders that are developed at the county level should be inclusive of city, county, Tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities. The Operations Order should address this in the Executive Summary. Operations Order details should include the names of the agencies, points of contact, and individual funding requests.

All applications must be developed in collaboration with the local USBP sector office, the SAA and the local unit of government. The sector office will then forward the application to the SAA for final review before submission to DHS/FEMA.

The date of **March 25, 2016** has been set as the deadline when all 2016 OPSG Op Orders (Initial Applications), must be submitted to the US Customs and Border Patrol OPSG Sector Headquarters with geographic responsibility for applicants location.

Note: It is imperative that eligible counties begin the process of preparing Operation Orders with detailed Annual Budget.

The Operations Order Detailed Budget must:

- Include operative spending plans in one-year increments for (Year 1, and Year 2).
- Explain how costs and expenses were estimated, and
- Provide a narrative justification for cost and expenses.

If you have any questions or need additional information, please feel free to contact me at 512-936-2238 or by email at arturo.mendez@gov.texas.gov

Thank You,
Arturo O. Mendez
Border Security Programs Manager
Office of the Governor
512-936-2238

AI-53610 Sheriff's Office 8. B.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
Authorization and approval to de-obligate $10,000.00 of Edinburg Police Department Operation Stonegarden 2014 mileage funds to allocate to Hidalgo County Sheriff's Office (HCSO).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 6-1284-480-00-280-088-7-581

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

BUDGETARY IMPACT:

Funds are available as of 3/3/16 pending balance rollovers.

Attachments

Backup

Allocation letter

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/02/2016 03:03 PM
Budget & Management	Veronica Ortiz	03/02/2016 03:05 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 03/02/2016 11:03 AM

Final Approval Date: 03/04/2016

Rosie Gonzalez

From: Chad Dufner [CDufner@cityofedinburg.com]
Sent: Tuesday, February 16, 2016 9:15 AM
To: Rosie Gonzalez
Subject: SG14

The Edinburg Police Department was budgeted $29,063.04 for mileage under the Stonegarden 2014 Grant. EPD will not spend $29,063.04 for mileage. Chief David White has agreed to release a portion of the mileage budget. Please take $10,000 from the mileage budget and turn it over to the Hidalgo County Sheriff's Office.

Chad Dufner
Support Services Lieutenant
Edinburg Police Department

1702 S. Closner Blvd.
Edinburg, TX 78539
956.289.7703 O 956.383.7411
cdufner@cityofedinburg.com
http://www.cityofedinburg.com

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

February 16, 2016

To: Manuel Padilla
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Javier K. Resendez
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2014 OPSG Funds

Dear Chief Padilla,

The 2014 Operation Stonegarden performance grant period will end May 31, 2016. Total funding awarded to Hidalgo County under Operation Stonegarden 2014 was $4,674,438.00. These funds were shared with seventeen (17) local law enforcement agencies which were invited to participate in 2014 Operation Stonegarden.

The Edinburg Police Department was awarded $300,000.00; however, they have decided to transfer $10,000.00 in mileage to Hidalgo County Sheriff's Office. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding at request of the Edinburg Police Department.

Edinburg Police Department :

(10,000.00) (Mileage from Edinburg Police Department)
($10,000.00) Total De-obligation

$10,000.00 (Mileage to Hidalgo County Sheriff's Office (HCSO))
$10,000.00 Total Appropriation

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

DATE: March 2, 2016

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

DEPARTMENT NAME: Operation Stonegarden FY2014--Edinburg

ACCOUNT NUMBER: 6-1284-480-00-280-088-7-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
6-1284-480-00-280-088-7-581	Stonegarden Edinburg--Travel in County	(10,000.00)
6-1284-331-12-280-088-7-000	Stonegarden Edinburg--Revenues	(10,000.00)
6-1284-421-00-280-047-7-581	Operation Stonegarden--Travel in County	10,000.00
6-1284-331-12-280-047-7-000	Operation Stonegarden--Revenues	10,000.00

TOTAL APPROPRIATIONS **0.00**

REASON: **To de-obligate $10,000.00 in the 2014 Operation Stonegarden City of Edinburg grant budget and transfer amounts to the 2014 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2014-SR-48215-01

Federal Grant # EMW-2014-SS-00029

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-53619 Sheriff's Office 8. C.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
Authorization and approval to de-obligate $12,000.00 of La Joya Operation Stonegarden 2014 overtime funds to allocate to Sheriff OPSG 14 grant.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 6-1284-480-00-280-050-7-131

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

BUDGETARY IMPACT:

Funds are available as of 3/03/16 pending balance rollovers.

Attachments

backup

Allocation letter

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/02/2016 03:03 PM
Budget & Management	Veronica Ortiz	03/02/2016 03:06 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 03/02/2016 01:32 PM

Final Approval Date: 03/04/2016

Rosie Gonzalez

From: Ramon Gonzalez [rgonzalez@cityoflajoya.com]
Sent: Friday, February 05, 2016 11:15 AM
To: 'Rosie Gonzalez'
Subject: Stone Garden Funds

Good Morning Rosie

After reviewing our funds for Operation Stonegarden 2014 we will not be able to finish our allocated funds for personnel by the grant end date, due to shortage of personnel leaving our Department. Well will release $12,000.00 of our funds back to the Hidalgo County Sheriff's office. Thank you.

Ramon Gonzalez
Chief of Police
La Joya Police Department

Office: (956) 585-4855
Fax: (956) 580-7017
Email: rgonzalez@cityoflajoya.com

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

February 11, 2016

To: Manuel Padilla
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Javier K. Resendez
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2014 OPSG Funds

Dear Chief Padilla,

The 2014 Operation Stonegarden performance grant period will end May 31, 2016. Total funding awarded to Hidalgo County under Operation Stonegarden 2014 was $4,674,438.00. These funds were shared with seventeen (17) local law enforcement agencies which were invited to participate in 2014 Operation Stonegarden.

The La Joya Police Department was awarded $100,000.00; however, they have not been spending their funds accordingly due to shortage of personnel. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist La Joya Police Department to expend their funds.

La Joya Police Department :

(12,000.00) (Overtime/fringe from La Joya Police Department)
($12,000.00) Total De-obligation

$12,000.00 (Overtime/fringe) to Hidalgo County Sheriff's Office (HCSO)
$12,000.00 Total Appropriation

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Sullivan City Police Department :

The Sullivan City Police Department was awarded $100,000.00; however, they have not been spending their funds accordingly due to personnel issues. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist the Sullivan City Police Department to expend their funds.

(60,000.00) (Overtime/fringe from Sullivan City Police Department)
($60,000.00) Total De-obligation

$60,000.00 (Overtime/fringe) to Hidalgo County Sheriff's Office (HCSO)
$60,000.00 Total Appropriation

$72,000.00 TOTAL

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

DATE: March 2, 2016

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

DEPARTMENT NAME: Operation Stonegarden FY2013--La Joya

ACCOUNT NUMBER: 6-1284-480-00-280-050-7-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
6-1284-480-00-280-050-7-131	Stonegarden La Joya--Overtime	(12,000.00)
6-1284-331-12-280-050-7-000	Stonegarden La Joya--Revenues	(12,000.00)
6-1284-421-00-280-047-7-131	Operation Stonegarden--Overtime	12,000.00
6-1284-331-12-280-047-7-000	Operation Stonegarden--Revenues	12,000.00

TOTAL APPROPRIATIONS **0.00**

REASON: **To de-obligate $12,000.00 in the 2014 Operation Stonegarden City of La Joya grant budget and transfer amounts to the 2014 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2014-SR-48215-01

Federal Grant # EMW-2014-SS-00029

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-53620 Sheriff's Office 8. D.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
Authorization and approval to de-obligate $53,000.00 of Sullivan City Operation Stonegarden 2014 overtime funds to allocate to Sheriff OPSG 14.

BACKGROUND

The initial request attached as backup was to deobligate $60,000.00 from Sullivan City Overtime funds. At this point Sullivan City has already used some of those funds; therefore only $53,000.00 will be deobligated at this time.

Fiscal Impact

FISCAL YEAR: 2017 ACCT. #: 6-1284-480-00-280-077-7-XXX

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

BUDGETARY IMPACT:

Funds are available as of 3/2/16

Attachments

backup

approval

amendment

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/02/2016 03:03 PM
Budget & Management	Veronica Ortiz	03/02/2016 03:06 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Maria Del Rosario Gonzalez Started On: 03/02/2016 01:37 PM

Final Approval Date: 03/04/2016

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

February 11, 2016

To: Manuel Padilla
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Javier K. Resendez
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2014 OPSG Funds

Dear Chief Padilla,

The 2014 Operation Stonegarden performance grant period will end May 31, 2016. Total funding awarded to Hidalgo County under Operation Stonegarden 2014 was $4,674,438.00. These funds were shared with seventeen (17) local law enforcement agencies which were invited to participate in 2014 Operation Stonegarden.

The La Joya Police Department was awarded $100,000.00; however, they have not been spending their funds accordingly due to shortage of personnel. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist La Joya Police Department to expend their funds.

La Joya Police Department :

(12,000.00) (Overtime/fringe from La Joya Police Department)
($12,000.00) Total De-obligation

$12,000.00 (Overtime/fringe) to Hidalgo County Sheriff's Office (HCSO)
$12,000.00 Total Appropriation

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Sullivan City Police Department :

The Sullivan City Police Department was awarded $100,000.00; however, they have not been spending their funds accordingly due to personnel issues. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist the Sullivan City Police Department to expend their funds.

(60,000.00) (Overtime/fringe from Sullivan City Police Department)
($60,000.00) Total De-obligation

$60,000.00 (Overtime/fringe) to Hidalgo County Sheriff's Office (HCSO)
$60,000.00 Total Appropriation

$72,000.00 TOTAL

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

Rosie Gonzalez

From: Mendez, Arturo [Arturo.Mendez@dps.texas.gov]
Sent: Tuesday, March 01, 2016 1:54 PM
To: Maria Gonzalez
Subject: FW: Hidalgo County Sheriffs Office Transfer of funds

Thank You,
Arturo O. Mendez
512-936-2238
Arturo.mendez@gov.texas.gov

From: Mendez, Arturo
Sent: Thursday, February 11, 2016 4:20 PM
To: 'CABALLERO, ANDRES'
Cc: RESENDEZ, JAVIER K; HORNE, VAUGHN G; Ding, Jiewei
Subject: RE: Hidalgo County Sheriffs Office Transfer of funds

Andy,

The SAA has reviewed the proposed changes to Hidalgo County's 2014 OPSG grant and also concurs with request. SAA will make the necessary changes/ updates to our spreadsheet and SPARS.

Thank You,
Arturo O. Mendez
512-936-2238
Arturo.mendez@gov.texas.gov

From: CABALLERO, ANDRES [mailto:ANDRES.CABALLERO@CBP.DHS.GOV]
Sent: Thursday, February 11, 2016 2:59 PM
To: Mendez, Arturo
Cc: RESENDEZ, JAVIER K; HORNE, VAUGHN G
Subject: FW: Hidalgo County Sheriffs Office Transfer of funds

Art,

RGV concurs with the movement of Overtime and Fringe funds from Sullivan City and La Joya Police Departments to the Hidalgo County Sheriff's office.

Thanks,

Andres "Andy" Caballero
Rio Grande Valley Sector
Marine Operations
956-289-4930 (O)
956-227-7215 (C)

From: Rosie Gonzalez [mailto:rosieg@hidalgoso.org]
Sent: Thursday, February 11, 2016 2:38 PM
To: 'RGV-IPT'; 'RESENDEZ, JAVIER K'
Cc: 'Gabriel Castaneda'; 'Raul Cantu '
Subject: Hidalgo County Sheriffs Office Transfer of funds

Good afternoon,

Attached is a request to transfer funds from sub grantees City of La Joya and City of Sullivan City to Hidalgo County Sheriff's Office (HCSO).
Should you need any additional information, feel free to contact me.

Thank you,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542
Main: (956) 383-8114
Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

DATE: March 2, 2016

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

DEPARTMENT NAME: Operation Stonegarden FY2014--Sullivan City

ACCOUNT NUMBER: 6-1284-480-00-280-077-7-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
6-1284-480-00-280-077-7-131	Stonegarden Sullivan City--Overtime Pay	(53,000.00)
6-1284-331-12-280-077-7-000	Stonegarden Sullivan City--Revenues	(53,000.00)
6-1284-421-00-280-047-7-131	Operation Stonegarden--Overtime	53,000.00
6-1284-331-12-280-047-7-000	Operation Stonegarden--Revenues	53,000.00

TOTAL APPROPRIATIONS **0.00**

REASON: **To de-obligate $53,000.00 in the 2014 Operation Stonegarden City of Sullivan City grant budget and transfer amounts to the 2014 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2014-SR-48215-01

Federal Grant # EMW-2014-SS-00029

DEPARTMENT HEAD SIGNATURE

/ /

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-53671 Sheriff's Office 8. E.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and Internal Revenue Service (IRS).
2. Authorization for County Judge, as authorized official, and County Sheriff to sign document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

IRS.MOU

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	03/03/2016 03:50 PM
Budget & Management	Veronica Ortiz	03/03/2016 04:14 PM
Manuel Chapa	Manuel Chapa	03/03/2016 04:49 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Emilia Uriegas Started On: 03/03/2016 03:32 PM

Final Approval Date: 03/04/2016

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 13, 2015

Internal Revenue Service
8701 South Gessner
Houston, Texas 77074

Re: Memorandum of Understanding for Shooting Range Use/Training

Dear Special Agent D. Richard Goss:

Please review the enclosed Memorandum of Understanding for the utilization of our Hidalgo County Sheriff's Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND INTERNAL REVENUE SERVICE FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the INTERNAL REVENUE SERVICE, hereinafter referred to as LAW ENFORCEMENT AGENCY, for the purposes of providing training, as more particularly described as follows:

WHEREAS, COUNTY and LAW ENFORCEMENT AGENCY have agreed to contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst federal, state and local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF THE FACILITY SHARING: LAW ENFORCEMENT AGENCY further agrees to the following:

   a. The LAW ENFORCEMENT AGENCY agrees to scheduling use of the RANGE at a mutually agreeable time and date.

   b. The LAW ENFORCEMENT AGENCY agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".

   c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.

   d. The RANGE is the property of the COUNTY and SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.

   e. The LAW ENFORCEMENT AGENCY agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, such as training.

   f. The LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by their employees, and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

   g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

LAW ENFORCEMENT AGENCY:

By: _____ 2/23/16
D. Richard Goss, Special Agent Date

By: _____ 2.25.2016
~~Demetrius Hardeman~~, Use of Coordinator Date
Rodney Roberts

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ Date: 2/2/16
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Rangemasters.
12. No one should be on the firing line except those firing.
13. Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.
14. All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.
15. All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.
16. These rules apply to all personnel regardless of rank or agency.

HCSO Academy: 381-7979
Emergency: 9-1-1
Air Ambulance: 1-800-247-3822

EXHIBIT "B"

Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, _____ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
- INJURY AND/OR DAMAGE TO REAL AND/OR PERSONAL PROPERTY.

FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTIBILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____

Witness/Hidalgo County Representative

Hidalgo County Sheriff's Office
Shooting Range Use and Training Agreement Addendum

1. INTERNAL REVENUE SERVICE (a federal agency).
2. In the event of litigation, Federal law would determine applicable law and the payment of attorneys' fees.
3. Liability for damages or injuries caused by employees or agents of IRS is determined in accordance with the Federal Tort Claims Act.
4. The Federal government is self-insured and does not carry liability insurance. IRS will be liable for damages in accordance with the Federal Tort Claims Act.
5. The Federal government is generally not permitted to agree to indemnify against potential future claims, since this would commit future appropriations in violation of the Federal Antideficiency Act (31 U.S.C. § 1341). IRS will be liable for damages in accordance with the Federal Tort Claims Act.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge — Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff — Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk — Date

FEDERAL AGENCY:

By: _____ Date: 2/23/16
D. Richard Goss, Special Agent in Charge
IRS-CI

Approved as to form:
Office of Criminal District Attorney
Hidalgo County, Texas

By: _____ Date: 3/2/16
Josephine Ramirez Solis, Assistant DA

Executive Office 9. A.

AI-53601

CC - REGULAR
Meeting Date: 03/07/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Appointment of Hidalgo County Fire Marshal

BACKGROUND

SUBCHAPTER B. COUNTY FIRE MARSHAL
Sec. 352.011. CREATION OF OFFICE; TERM. (a) The commissioners court of a county may establish the office of county fire marshal and provide office facilities, equipment, transportation, assistants, and professional services for that office.
(b) The commissioners court shall establish the term of office for a county fire marshal for a period not to exceed two years.
Sec. 352.012. QUALIFICATIONS FOR OFFICE. (a) To qualify for office, the county fire marshal must take the oath prescribed by the constitution of this state and post a bond as required by the commissioners court conditioned that the marshal will faithfully and strictly perform the duties of the office.
(b) The county fire marshal may not be directly or indirectly interested in the sale of fire-fighting equipment and may not be engaged in any type of fire insurance business.

Pending the new bond.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 10:37 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/02/2016 10:12 AM
Final Approval Date: 03/04/2016

AI-53551

Executive Office 9. B.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Service (1100):
Approval to process payment of the following invoice in accordance with Accounting Procedures Manual (Food Policy) with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice Date	PO#	Amount	Purpose/Event
Subway #6216	1/21/16	737097	$ 52.50	Civil Service Commission Meeting 1/21/16 (due to 2 hr. limit non-compliance)

BACKGROUND

Due to not meeting time limit duration of 2hrs. as well as exceeding the $10.p/p limit.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-50-125-037-0-630
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

Funds available as of 2/25/16
PO#737097

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/25/2016 04:45 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 02/25/2016 04:30 PM
Final Approval Date: 03/04/2016

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

For faster processing of payment, please resubmit invoice with this page as the cover page. DO NOT REMOVE ANY PAGES ATTACHED.

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 02/11/2016

TO: MONICA BADILLO **DEPARTMENT:** (125) EXECUTIVE OFFICE

FROM: ZORAIDA ESCAMILLA **PHONE:** (956)-318-2511 ext 4621

REFERENCE: SUBWAY Invoice #39732

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #39732*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED - PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☐ OTHER:
- ☑ COMMENTS / RECOMMENDATION: Unable to process payment invoice exceeds the 10.00 per person and meeting is less than 2 hours according to the meal policy.

for CC
3/7/16

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY RODOLFO DELGADO J. R. "BOBBY" FLORES ROSE GUERRA REYNA JUAN R. PARTIDA MARIO E. RAMIREZ, JR. NOE GONZALEZ LETICIA LOPEZ AIDA SALINAS FLORES ISRAEL RAMON, JR. JESSE CONTRERAS

JUDGE, 92ND D.C. JUDGE, 93RD D.C. JUDGE, 139TH D.C. JUDGE, 206TH D.C. JUDGE, 275TH D.C. JUDGE, 332ND D.C. JUDGE, 370TH D.C. OVERSEER JUDGE, 389TH D.C. JUDGE, 398TH D.C. JUDGE, 430TH D.C. JUDGE, 449TH D.C.

(Cut here) - - -

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: Hidalgo County Civil Service
Department Contact Name:
Contact Phone Number:

EVENT INFORMATION

Date: 1/21/2016 Start Time: 6:00 PM End Time: 6:20 PM

Duration: 0:20 Location: 208 W. Cano, Edinburg, TX 78539

Purpose of Event:
x Meeting ____ Training ____ Other: Civil Service Meeting
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 1 + Non-County Employees 4 = Total 5

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast ____ + Lunch ____ + Dinner ____ = Total ____
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

RECEIVED BY COUNTY AUDITOR 2016 JAN 29 PM 1 CO

	ACTUAL	ALLOWABLE
Meals Expense:	$ 38.00	$ -
Refreshments Expense:	$ 9.00	$ -
Related Expenses:	$ 5.50	$ -
Total Event Expenses:	$ 52.50	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 737097 Account Number: 6-1100-415-50-125-037-0-630

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Monica Badillo
Name of Approving County Official/Department Head
(Please Print)

Monica Badillo
Signature of Approving County Official/Department Head

1/25/16
Date

Purchase Order
COUNTY OF HIDALGO

PO# 737097

DATE: 01/21/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 218723 REQ: 00291006

PHONE: (956)380-2625

EMAIL:

SUBWAY
1721 E. UNIVERSITY DR.
EDINBURG TX 78539

SHIP TO: EXECUTIVE OFFICE
2810 S BUSINESS HWY 281
EDINBURG TX 78539

CONTACT: Becky Gomez (956)292-7655

SITE: EXECUTIVE OFFICE

CONTRACT NO:

SPECIAL INSTRUCTIONS: EX - 004

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	EX Open Purchase Order for purchase of food from vendor for year 2016- Civil Service Commission Meetings. Meetings are held on the second Thursday of each month or as needed. Located at 208 W. Cano Street, Edinburg, TX.	227.00	227.00
		TOTAL:		227.00
		********** For Hidalgo County use only		
		6-1100-415-50-125-037-0-630 227.00		

RECEIVED BY COUNTY AUDITOR
2016 JAN 29 PM 1:50

Authorized by: Martha L Salazar

Hidalgo County
Civil Service
Commission

COMMISSIONERS

Michelle "Mickie" Rabinovich

Aurora Villarreal Zamora

Jaime Ortiz

Mercedes S. Espinosa

Civil Service Attorney

ESPINOSA LAW FIRM, P.L.L.C.
4300 N. McColl Road
McAllen, Texas 78504

Phone: 956-686-6490

Fax: 956-686-6491

www.espinosalawfirm.com

HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION

NOTICE

NOTICE, IS HEREBY GIVEN IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE, THAT A MEETING OF THE HIDALGO COUNTY, TEXAS CIVIL SERVICE COMMISSION WILL BE HELD ON THURSDAY, JANUARY 21, 2016, AT 5:30 P.M., AT THE HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT, LOCATED AT 208 W. CANO, EDINBURG, TEXAS. DISCUSSION AND POSSIBLE ACTION RELATING TO THE FOLLOWING BUSINESS WILL BE TRANSACTED.

At anytime during the course of this meeting, the Board may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At anytime during the course of this meeting, the Board may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code;

AGENDA

ITEM 1. Call to order;

ITEM 2. Public Comments;

ITEM 3. Approval of minutes of October 22, 2015;

ITEM 4. Discussion, consideration and possible action regarding the adoption of revised examples of Prohibited Conduct currently found in Section 5.18 of the Hidalgo County Civil Service Commission Rules.

ITEM 5. Discussion, consideration and/or possible action without hearing, consolidation, hearing setting, action on motion for continuance, and/or hearing on the following complaints/grievances;

1115-S-C-011 1115-ConstPct#2-D-012
1115-ConstPct#3-D-010

ITEM 6. Adjournment to closed session pursuant to Texas Government Code (551.074) for discussion and/or hearing on one or more of the complaints/grievances listed in Item 5;

ITEM 7. Reconvene in open session;

ITEM 8. Additional discussion and/or possible action on complaints/grievances listed on item 5;

ITEM 9. Adjourn;

TO BE POSTED THIS 15TH DAY OF JANUARY 2016

Hidalgo County Civil Service Commission

COMMISSIONERS

Michelle "Mickie" Rabinovich

Aurora Villarreal Zamora

Jaime Ortiz

Mercedes S. Espinosa

Civil Service Attorney

ESPINOSA LAW FIRM, P.L.L.C.
4300 N. McColl Road
McAllen, Texas 78504

Phone: 956-686-6490

Fax: 956-686-6491

www.espinosalawfirm.com

HIDALGO COUNTY, TEXAS
Civil Service Meeting

held on:

January 21, 2016
(month, date, year)

Chairperson _____
Michelle Rabinovich

Vice-Chairperson _____
Aurora Villarreal

Commissioner _____
Jaime Ortiz

Attorney _____
Mercedes S. Espinosa

Court Reporter _____
Hermelinda Solis

RECEIVED BY
COUNTY AUDITOR
2016 JAN 29 PM 1 01

Executive Office 9. C.

AI-53517

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Roy Quintanilha, SAFETY DIVISION
Submitted By: Aida Alvarez, SAFETY DIVISION
Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Government Employees Insurance Company in the amount of $1,373.77 to settle auto loss with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 11/24/15 Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-360-00-000-005-0-000
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

Government Employees Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 09:31 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Aida Alvarez Started On: 02/23/2016 10:54 AM
Final Approval Date: 03/04/2016

Detailed Payment Summary

GOVERNMENT EMPLOYEES INSURANCE CO
Field Claim Center: 09 Dallas

NO. N 178982314
Date: 02/16/2016

4201 SPRING VALLEY RD
DALLAS TX 75244-3631

Claim #: 0309624160101080
Date of Loss: 11/24/2015

Claimant Name: Lauro Torres
Insured Name: Adolfo Nunez Alanis
Tax ID / SS# /
Atty ADJ Code:
Adjuster Code: A3KG

Pay To:
Hidalgo County

Hidalgo County/Lauro Torres
9805 N 10th ST
McAllen Tx 78504-9529

Total Amount:
$****1,373.77

Payment Type:
LOSS

IP AND FEATURE AND AMOUNT
05 APD $***1373.77

In Payment Of
Property Damage Coverage

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GOVERNMENT EMPLOYEES INSURANCE CO
4201 SPRING VALLEY RD
DALLAS TX 75244-3631

Bank of America
Hartford, CT 06120
51-44
119 CT

NO. N 178982314
VOID AFTER 180 DAYS

Claim Number: 0309624160101080

Date: 02/16/2016

Claimant:
Lauro Torres

Insured Name:
Adolfo Nunez Alanis

Feature Symbol & Amount
APD $***1373.77

Amount:
$****1,373.77

ONE-THOUSAND-THREE-HUNDRED-SEVENTY-THREE*AND*77/100*DOLLARS********

Pay to the Order of:
Hidalgo County

In Payment of:
Property Damage Coverage

Mail To:
Hidalgo County/Lauro Torres
9805 N 10th ST
McAllen Tx 78504-9529

Hallis White

⑈178982314⑈ ⑆011900445⑆ 0000001919⑈

40002130962416010108000655 7

0003100222 005767 000001/000001 006557/010000

GEICO

geico region 5
SUPPS TO:
partners.geico.com/gvbps/Logon.aspx
WWW.GEICO.COM
RIO GRANDE VALLEY
MCALLEN, TX 78501
Phone: (956) 648-2643
Fax: (855) 440-9897

Claim #: 0309624160101080-05
Workfile ID: 828afd3f

Estimate of Record

Written By: BEN ROBB, 1/12/2016 1:48:53 PM
Adjuster: A1K6

Insured:	Adolfo Alanis	Owner Policy #:		Claim #:	0309624160101080-05
Type of Loss:	Liability	Date of Loss:	11/24/2015 04:00 PM	Days to Repair:	2
Point of Impact:	06 Rear	Deductible:			

Owner (Claimant):
HIDALGO COUNTY Unknown
9805 N 10th St
Mcallen, TX 78504
(956) 292-7030 Business

Inspection Location:
COLLISION CTR MCALLEN-XD
1610 N Mccoll Rd
Mcallen, TX 78501
Drive-in
(956) 686-4054 Day

Appraiser Information:
(956) 648-2643

Repair Facility:
UNKNOWN AT THIS TIME

VEHICLE

Year:	2015	Color:	brown Int:	License:	GGD3158	Production Date:	
Make:	CHEV	Body Style:	4D LONG	State:	TX	Odometer:	7260
Model:	K1500 4X4 SILVERADO CREW WORK	Engine:	8-5.3L-FI	VIN:	3GCUKPEC1FG432219	Condition:	

TRANSMISSION
Automatic Transmission
Overdrive
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
DECOR
Dual Mirrors
Tinted Glass
Console/Storage
CONVENIENCE
Air Conditioning
Tilt Wheel
Cruise Control
Keyless Entry
Message Center
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
SEATS
Cloth Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
Metallic Paint
TRUCK
Rear Step Bumper

Estimate of Record

2015 CHEV K1500 4X4 SILVERADO CREW WORK 4D LONG 8-5.3L-FI brown

	Line	Oper		Description	Qty	Extended Price $		Labor	Paint
	1	**REAR BUMPER**							
N	2		Repl	Rear bumper	1	705.43		3.5	2.0
	3			Add for Clear Coat					0.8
	4	**	Repl	Opt OEM Step pad	1	232.75		Incl.	
	5	#		Restore Corrosion Protection	1	10.00	T	0.2	
	6	**OTHER CHARGES**							
	7	#		E.P.C.	1	2.50			
				SUBTOTALS		**950.68**		**3.7**	**2.8**

NOTES

Line 2: LKQ CORP 800-659-6649, N/A 6239821; DISCOUNT AUTO PARTS N/A 956-464-7171; RR AUTO PARTS 956-461-6733 N/A

Prior Damage Notes:
NONE SEEN

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				938.18
Body Labor	3.7 hrs	@	$ 40.00 /hr	148.00
Paint Labor	2.8 hrs	@	$ 40.00 /hr	112.00
Paint Supplies	2.8 hrs	@	$ 28.00 /hr	78.40
Miscellaneous				10.00
Other Charges				2.50
Subtotal				1,289.08
Sales Tax	$ 1,026.58	@	8.2500 %	84.69
Total Cost of Repairs				**1,373.77**
Total Adjustments				**0.00**
Net Cost of Repairs				**1,373.77**

MyPriceLink Estimate ID: 116261062675808258

AI-53642

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Tax Office - Scofflaw Program (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel action, effective next full pay period:

Action	Dept/ Program	Slot#	Position Title	Proposed Budgeted Salary
Create	140-004	0003	Scofflaw Compliance Specialist	$40,000.00

3. Approval of appropriation of funds.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-15-140-004-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Appropriation from fund balance.

Monies to be taken from the GEN FD-RESTRICTED F/B-SCOFFLAW (Acct # 6-1100-255-02-000-015-0-000).

Attachments

Fiscal Note
Appropriation
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 11:58 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Diana Munoz Started On: 03/03/2016 08:21 AM

Final Approval Date: 03/04/2016

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: Monday, March 07, 2016 Agenda Item: 53642

Summary of request/proposal:
Tax Office - Scofflaw Program (1100)-
Approval of the following personnel actions, effective 3/21/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Scofflaw Compliance Specialist	0003	113	0.00	40,000.00	40,000.00
				0.00	40,000.00	40,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-415-15-140-004-0-	113	SCOFFLAW PROG-	REG F/T EMPLOYEES	$31,417.62
6-1100-415-15-140-004-0-	211	SCOFFLAW PROG-	HEALTH INSURANCE	$4,844.60
6-1100-415-15-140-004-0-	212	SCOFFLAW PROG-	LIFE INSURANCE	$29.50
6-1100-415-15-140-004-0-	220	SCOFFLAW PROG-	FICA	$2,403.45
6-1100-415-15-140-004-0-	230	SCOFFLAW PROG-	RETIREMENT	$3,534.48
6-1100-415-15-140-004-0-	250	SCOFFLAW PROG-	UNEMPLOYMENT COMP	$188.51
6-1100-415-15-140-004-0-	260	SCOFFLAW PROG-	WORKER'S COMP	$65.98
			2016 Budgetary Impact	$42,484.14

2017 Budgetary Impact: $54,089.56

Possible Funding Sources: Appropriation from fund balance.

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: March 7, 2016

2016
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Tax Office - Scofflaw Program**

ACCOUNT NUMBER:

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

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
6-1100-415-15-140-004-0-	113	Scofflaw Prog-	Reg F/T Employees	31,417.62
6-1100-415-15-140-004-0-	211	Scofflaw Prog-	Health Insurance	4,844.60
6-1100-415-15-140-004-0-	212	Scofflaw Prog-	Life Insurance	29.50
6-1100-415-15-140-004-0-	220	Scofflaw Prog-	FICA	2,403.45
6-1100-415-15-140-004-0-	230	Scofflaw Prog-	Retirement	3,534.48
6-1100-415-15-140-004-0-	250	Scofflaw Prog-	Unemployment Comp	188.51
6-1100-415-15-140-004-0-	260	Scofflaw Prog-	Workers' Comp	65.98
			TOTAL BUDGET INCREASE (DECREASE)	**42,484.14**

REASON: To appropriate funding for the personnel actions requested by the Tax Office (AI-53642, CC 03/07/16).
Monies to be taken from the GEN FD-RESTRICTED F/B-SCOFFLAW (Acct # 6-1100-255-02-000-015-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR - 4 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140) **DATE:** 02/29/2016

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 140-004-003

REQUESTED POSITION TITLE: SCOFFLAW COMPLIANCE SPECIALIST
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 40,000.00 (Proposed Budgeted Salary) $ 40,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funded through Scofflaw Program (Program #4)

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)

With all the ongoing issues in our surrounding counties, our office is taking a proactive approach in establishing more checks and balances in the Motor Vehicle Division. Our office is creating this position to help monitor the Scofflaw program and related Title Registration processes.

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

Attached is a job description of Scofflaw Compliance Specialist

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)

Funded through Scofflaw Program (Program #4)

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

Funded through Scofflaw Program (Program #4)

1.	DEPARTMENT HEAD	DATE 3-4-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/04/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/4/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY TAX OFFICE

SCOFFLAW COMPLIANCE SPECIALIST

GENERAL DESCRIPTION

This position is responsible for monitoring all aspects of the Hidalgo County Scofflaw Program. To insure that the program is administered properly and that all Scofflaw projects are coordinated with the Hidalgo County departments and with other entities that the County contracts for Scofflaw project administration. Works under the supervision of the Manager, Motor Vehicle License Section with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Perform all other related duties involved in the operation of the Scofflaw Program as assigned or required

Works as a liaison with the county departments in the reporting of program data, reports and analysis

Provides technical assistance to other County departments by answering inquiries and overseeing Scofflaw Program implementation

Inputs Scofflaw data and fiscal information into the Scofflaw Dashboard tracking system and related Scofflaw programs; ensures that recorded information is consistent between the systems by reconciling data monthly

Assists Management with the construction and archiving of all Scofflaw inter-local contracts with municipalities

Assist Management with gathering, compiling and analyzing information on Scofflaw related issues for preparation of required Scofflaw reports and budgets

Maintains Scofflaw contracts and agreements files and monitors expenditures and revenue activities

Prepares and reconciles Scofflaw Billing Statements for municipalities, as well as receive and receipt payments collected from the municipalities

Oversee that all processes, procedures, and duties are being implemented by Scofflaw Clerks

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited four (4) year college or university with a Bachelor's Degree in one of the following fields: Accounting, Public Administration, or Business Management.

Two (2) years of experience in Accounting or Administration may be substituted for one (1) year of education

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, & Registration

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

Ability to read and interpret complex contracts, documents, and reports

Ability to write routine reports and correspondence

Ability to communicate effectively in writing, with knowledge of proper spelling, grammar and punctuation

Ability to speak effectively, using tact and professionalism to deliver information

Ability to explain complex regulatory requirements and/or procedures about the program with management or before large groups

Ability to effectively interact and communicate with management and staff

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI-53502

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Raul Silguero, 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:

Action	Dept. / Program	Slot No.	Position Title	Current Budgeted Salary/ Allowance	Proposed Position Title	Proposed Budgeted Salary/ Allowance
Add Clothing Allowance	280-001	0194	Deputy Sheriff Step I	$0.00	-	$500.00
Delete	280-001	0006	Captain	$68,959.00	-	$0.00
Salary Adjustment/ Increase	280-001	0034	Crime Scene Specialist Supervisor	$49,593.00	-	$51,093.00
Salary Adjustment/ Increase	280-001	0042	Crime Scene Specialist	$47,527.00	-	$49,027.00
Salary Adjustment/ Increase	280-001	0043	Crime Scene Specialist	$47,527.00	-	$49,027.00
Salary Adjustment/ Increase	280-001	0044	Crime Scene Specialist	$47,527.00	-	$49,027.00
Reclassification	280-001	0379	Technician IV	$39,369.00	Systems Network Administrator	$49,369.00
Create	280-001	0423	-	$0.00	Sergeant Step I	$48,780.00

3. Approval of intradepartmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 3/03/16.

Cost Savings.

Attachments
Fiscal Note
Transfer
PAR's JOB DESCR
form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 04:52 PM
Final Approval	Debbie Tamez	02/22/2016 08:28 AM
Human Resources	Diana Munoz	02/26/2016 03:58 PM
Human Resources	Debbie Tamez	03/03/2016 02:26 PM
Budget & Management	Veronica Ortiz	03/03/2016 02:51 PM

Form Started By: Diana Munoz Started On: 02/19/2016 04:35 PM
Final Approval Date: 03/03/2016

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: Monday, March 07, 2016 Agenda Item: 53502

Summary of request/proposal:
Sheriff's Office (1100)-
Approval of the following personnel actions, effective 03/21/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Sergeant Step I (allowance)	0194	119	0.00	500.00	500.00
1100	Captain	0006	113	68,959.00	0.00	(68,959.00)
1100	Crime Scene Specialist Supervisor	0034	113	49,593.00	51,093.00	1,500.00
1100	Crime Scene Specialist	0042	113	47,527.00	49,027.00	1,500.00
1100	Crime Scene Specialist	0043	113	47,527.00	49,027.00	1,500.00
1100	Crime Scene Specialist	0044	113	47,527.00	49,027.00	1,500.00
1100	Systems Network Administrator	0379	113	39,369.00	49,369.00	10,000.00
1100	Sergeant Step I	0423	113	0.00	48,780.00	48,780.00
				300,502.00	296,823.00	(3,679.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	($3,282.36)
6-1100-421-00-280-001-0-	119	SHERIFF-	CLOTHING ALLOWANCE	$392.72
6-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
6-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
6-1100-421-00-280-001-0-	220	SHERIFF-	FICA	($221.06)
6-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	($325.08)
6-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	($17.34)
6-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	($90.16)
			2016 Budgetary Impact	($3,543.28)

2017 Budgetary Impact: ($4,511.18)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: March 7, 2016

2016
Transfer

AI-53502

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Sheriff's Office

ACCOUNT NUMBER: 6-1100-421-00-280-001-0-XXX

Contact Person: Debbie Tamez **Ph#:** (956) 292-7025 Ext. 5427

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	Reg F/T Employees	119	Clothing Allowance	392.72
			TOTAL	$ 392.72

REASON:
Transfer needed to fund clothing allowance for Slot No. 0194 (AI-53502 CC 03/07/16).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
FEB 16 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE (280 -001) **DATE:** 2-12-2016

CURRENT POSITION TITLE: DEPUTY SHERIFF STEP I **CURRENT SLOT. #:** 001-194

REQUESTED POSITION TITLE:
(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)

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 ☐ _____

Enter hourly rate for temp. positions

Full Time 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	☑
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 2-17-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 2/23/16	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/3/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 02 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 - 001 **DATE:** 3-1-2016

CURRENT POSITION TITLE: CAPTAIN **CURRENT SLOT. #:** 001-006

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

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

POSITION SALARY REQUEST:

Salary Amount: $ 68,959.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ < 68,959.00 > (Net Change)

Position to be funded from one of the following:

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

☑ Other Savings from deleted to fund other positions

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	DT ☑	Exempt	DT ☑
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Position will be deleted.

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 3-2-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/02/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/3/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 03 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 3-1-2016

CURRENT POSITION TITLE: CRIME SCENE SPECIALIST SUPERVISOR **CURRENT SLOT. #:** 001-034

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary adjustment (Increase) OT

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

POSITION SALARY REQUEST:

Salary Amount: $ 49,593.00 (Current Budgeted Salary) $ 51,093.00 (Proposed Budgeted Salary) $ 1,500.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funded from a deleted position slot #001-006

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)

Employee has been given additional duties for an extended period of time, therefore; an adjustment of salary is essential in order to maintain an efficient operation of services.

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 3216	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/02/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/3/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 03 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 3-1-2016

CURRENT POSITION TITLE: CRIME SCENE SPECIALIST **CURRENT SLOT. #:** 001-042

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary adjustment (Increase) OT

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

POSITION SALARY REQUEST:

Salary Amount: $ 47,527.00 (Current Budgeted Salary) $ 49,027.00 (Proposed Budgeted Salary) $ 1,500.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funded from a deleted position slot #001-006

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)

Employee has been given additional duties for an extended period of time, therefore; an adjustment of salary is essential in order to maintain an efficient operation of services.

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 3/2/16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/02/2016	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/3/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 03 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 3-1-2016

CURRENT POSITION TITLE: CRIME SCENE SPECIALIST **CURRENT SLOT. #:** 001-043

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary adjustment (increase of)

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

POSITION SALARY REQUEST:

Salary Amount: $ 47,527.00 (Current Budgeted Salary) $ 49,027.00 (Proposed Budgeted Salary) $ 1,500.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funded from a deleted position slot #001-006

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)

Employee has been given additional duties for an extended period of time, therefore; an adjustment of salary is essential in order to maintain an efficient operation of services.

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 3-2-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/02/2016	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/3/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 03 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 3-1-2016

CURRENT POSITION TITLE: CRIME SCENE SPECIALIST **CURRENT SLOT. #:** 001-044

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary adjustment (Increase OT)

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

POSITION SALARY REQUEST:

Salary Amount: $ 47,527.00 (Current Budgeted Salary) $ 49,027.00 (Proposed Budgeted Salary) $ 1,500.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funded from a deleted position slot #001-006

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)

Employee has been given additional duties for an extended period of time, therefore; an adjustment of salary is essential in order to maintain an efficient operation of services.

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 3216	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/02/2016	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/3/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED MAR 02 2016 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280-001 **DATE:** 3-1-2016

CURRENT POSITION TITLE: TECHNICIAN IV **CURRENT SLOT. #:** 001-379

REQUESTED POSITION TITLE: SYSTEMS NETWORK ADMINISTRATOR
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☑ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 39,369.00 (Current Budgeted Salary) $ 49,369.00 (Proposed Budgeted Salary) $ 10,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funded from a deleted position slot #001-006

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)

This position will assist in the efficiency and effectiveness of the Sheriff's Office operation.

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)

Information Technology administrator will be responsible to install, configure and support internal and/or external networks, plan cordinate, and implement security measures to protect network system data. Manage security on internet firewall and wireless network, manage data protection on all servers, monitor security status and negate security threats. Document network configuration and security measures. Perform security risk analysis, track incident handling and reporting, recommend, install and maintain intrusion and detection monitoring system, troubleshoot network performance issues and provide recommendations for solutions.

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 3-2-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/04/2016	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/3/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY SHERIFF'S OFFICE

SYSTEMS NETWORK ADMINISTRATOR

GENERAL DESCRIPTION

Responsible for the Installation, administration, connectivity, operation and maintenance of all Sheriff Office Buildings network equipment, network operating systems and communications systems. Responsible for network backups, network security and all while maintaining Sheriff Office and CJIS security standards. Maintains an inventory of all network equipment and related warranties and service level agreements. Organizes and manages complex projects under pressure and deadlines.

EXAMPLES OF WORK PERFORMED

Plan, coordinate, and implement security measures to protect network systems data

Install, configure and support internal and/or external networks

Manage security on internet firewall and wireless network

Manage data protection on all servers

Monitor security status and negate security threats

Document network configuration and security measures

Identify security considerations associated with planned releases of operating systems and make recommendations for systems security during all phases of the release process

Perform security risk analysis, track incident handling and reporting

Recommend, install and maintain intrusion and detection monitoring system

Assist in the development and maintenance of the Sheriff Office disaster recovery plan for IT services

Troubleshoot network performance issues and provide recommendations for resolution

Assess the need for repair, replacement, upgrade or addition of network components and WAN connectivity (including switches, routers, WAP's, racks and wiring)

Coordinate with vendors regarding hardware and software maintenance, service level agreement and warranty information for network equipment and software

Perform maintenance, administration and support of County's communication systems including telephone and email systems

Manage and maintain TCP/IP addressing and subnets using static and dynamic (DHCP) IP address assignment

Manage of network routing tables and firewall coding/configuration

Manage of Windows server, installation, maintenance, troubleshooting, domain issues, user management, server security management and all other Windows server related issues

Manage of AD design, installation, maintenance, troubleshooting, TCP/IP, security, firewalls, routers and VPN over the Internet, switches, V-LANs, routers Network cabling issues

Make recommendations to IT Manager on topics such as: IT standards, IT infrastructure solutions (telephone system, software solutions), and networking of the office, WEB, e-commerce and other Internet related solutions

Performs related work as assigned

Duties

Works with immediate manager on vendor selection and contract management

Communicates status of activities with the team, peers, management, and end-users

Is responsible for all network routing, switching infrastructure components both local and remote

Is responsible for all security devices such (firewalls, proxy servers, IDS, application firewalls, etc.)

Is responsible for all network access devices (routers, switches, VPN concentrators, port aggregators, wireless controllers/access points, fiber channel & iSCSI switches, etc)

Oversees the administration and implementation of network connectivity and security solutions

Implement network security, utilizing tools and techniques

Proactively monitor and report on performance and availability metrics for the network infrastructure

Allocate resources to address trouble tickets, scheduled maintenance and projects

Identify security considerations associated with planned releases of operating systems and make recommendations for systems security during all phases of the release process

Works with project teams to help implement new systems and applications

Must attend pre-construction meetings for new buildings and remodeled County sites

Occasional after hour activities & 24/7 on-call support and occasional extended work days

GENERAL QUALIFICATION GUIDELINES

Experience and Education

A minimum of a Bachelor's Degree in Computer Science or a related field

Four (4) years of experience in a Networking and/or Network Administrator role are required

Experience providing technical support functions or training in an IT environment plus three (3) years IT management experience

Cisco CCNA, CCNP, or CCIE or ability to obtain within 6 months of employment

Must be able to pass criminal background fingerprint check and have the ability to comply with state and federal requirements for criminal justice information security standards

Knowledge, Skills, and Abilities

Ability to understand issues that relate aspects of and/or parts of a project to the overall circumstances and needs of the organization is also required

Ability to understand technical and reference manuals

Knowledge of systems design and development practices, concepts and methods

Able to install, configure and maintain software and hardware connected to LAN

Must use good judgment in determining the most appropriate methods and procedures to complete assignments

Able to clarify and resolve technical and policy issues that arise during the project

Ability to effectively manage and supervise staff

Ability to maintain good working relationships with County employees, representatives of outside agencies, and members of the public

Ability to work in a fast-paced, collaborative environment

Contact is primarily with County employees, systems and network users, management, vendors and contractors to provide and exchange technical information, to plan and coordinate work activities and to resolve project issues and/or technical problems

May be required to work irregular hours, holidays and weekends to respond to emergency situations

Knowledge of VISIO preferred

Must have the ability to identify and solve complex network technical problems

Must have excellent interpersonal, written and verbal communication skills

Customer service focused

Must be able to prepare detailed graphs and diagrams of equipment infrastructure environment

Must be proficient in programming Cisco switches and routers to include configuration of IP Telephony

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 twenty-five (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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR 02 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 - 001

DATE: 3-1-2016

CURRENT POSITION TITLE:

CURRENT SLOT. #: (0423)

REQUESTED POSITION TITLE: SERGEANT STEP I
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 48,780.00 (Proposed Budgeted Salary) $ 48,780.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Funded from a deleted position.

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)

re-organization of personnel, funded from a deleted position.

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 3-2-16	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/02/2016	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/3/2016	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CLASSIFICATION COMMITTEE
RECOMMENDATION FORM

DEPARTMENT NAME: Sheriff's Office

DATE: 03/07/2016

DEPARTMENT NUMBER: 280

PROGRAM No.: 001

CURRENT GRADE/TITLE:

CURRENT SLOT No.: 0379

Technician IV	$ 39,369.00
Classification/Position Title	**Pay Grade/Salary**

REQUESTED GRADE/ TITLE:

Systems Network Administrator	$ 49,369.00
Classification/Position Title	**Pay Grade/Salary**

COMMITTEE RECOMMENDATION

Classification/Position Title	**Pay Grade/Salary**

COMMENTS:

SIGNATURES

Human Resources Representative	3/04/2016 **Date**
County Treasurer Representative	03/07/16 **Date**
Budget & Management Representative	3/7/2016 **Date**

Human Resources 10. C.

AI-53595

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Raul Silguero, HUMAN RESOURCES
Submitted By: Diana Munoz, HUMAN RESOURCES
Department: HUMAN RESOURCES

Information

CAPTION

Safety (1100) / Human Resources (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, 3/21/16:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	125-003	0005	Safety Officer III	$57,535.00	$0.00
Create	190-002	0013	Human Resources Analyst III	$0.00	$55,440.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedules in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-419-50-125-003-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 3/03/16.

Attachments

Fiscal Note
Transfer
PAR's

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	03/03/2016 10:06 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Diana Munoz Started On: 03/02/2016 08:34 AM

Final Approval Date: 03/04/2016

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: Monday, March 07, 2016 Agenda Item: 53595

Summary of request/proposal:
Safety (1100)-
Approval of the following personnel actions, effective 3/21/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Safety Officer III	0005	113	57,535.00	0.00	(57,535.00)
				57,535.00	0.00	(57,535.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-419-50-125-003-0-	113	SAFETY-	REG F/T EMPLOYEES	($45,190.33)
6-1100-419-50-125-003-0-	211	SAFETY-	HEALTH INSURANCE	($4,844.60)
6-1100-419-50-125-003-0-	212	SAFETY-	LIFE INSURANCE	($29.50)
6-1100-419-50-125-003-0-	220	SAFETY-	FICA	($3,457.06)
6-1100-419-50-125-003-0-	230	SAFETY-	RETIREMENT	($5,083.91)
6-1100-419-50-125-003-0-	250	SAFETY-	UNEMPLOYMENT COMP	($271.14)
6-1100-419-50-125-003-0-	260	SAFETY-	WORKER'S COMP	($94.90)
			2016 Budgetary Impact	($58,971.44)

2017 Budgetary Impact: ($75,080.71)

Possible Funding Sources: Cost Savings

Comments:

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: Monday, March 07, 2016 Agenda Item: 53595

Summary of request/proposal:
Human Resources (1100)-
Approval of the following personnel actions, effective 3/21/16:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Human Resources	0013	113	0.00	55,440.00	55,440.00
				0.00	55,440.00	55,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-415-50-190-002-0-	113	HUMAN RESOURCES-	REG F/T EMPLOYEES	$43,544.83
6-1100-415-50-190-002-0-	211	HUMAN RESOURCES-	HEALTH INSURANCE	$4,844.60
6-1100-415-50-190-002-0-	212	HUMAN RESOURCES-	LIFE INSURANCE	$29.50
6-1100-415-50-190-002-0-	220	HUMAN RESOURCES-	FICA	$3,331.18
6-1100-415-50-190-002-0-	230	HUMAN RESOURCES-	RETIREMENT	$4,898.79
6-1100-415-50-190-002-0-	250	HUMAN RESOURCES-	UNEMPLOYMENT COMP	$261.27
6-1100-415-50-190-002-0-	260	HUMAN RESOURCES-	WORKER'S COMP	$91.44
			2016 Budgetary Impact	$57,001.61

2017 Budgetary Impact: $72,572.78

Possible Funding Sources: Interdepartmental Transfer from deleted position (125-003 Slot No. 0005).

Comments:

DATE: March 7, 2016

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Human Resources

ACCOUNT NUMBER: 6-1100-41X-50-1XX-00X-0-XXX

CONTACT PERSON: Damaris San Miguel **PHONE:** (956) 292-7025 Ext. 5410

2016
Transfer
AI-53595

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
6-1100-419-50-125-003-0- 113	Safety-	Reg F/T Employees	(43,544.83)
6-1100-419-50-125-003-0- 211	Safety-	Health Insurance	(4,844.60)
6-1100-419-50-125-003-0- 212	Safety-	Life Insurance	(29.50)
6-1100-419-50-125-003-0- 220	Safety-	FICA	(3,331.18)
6-1100-419-50-125-003-0- 230	Safety-	Retirement	(4,898.79)
6-1100-419-50-125-003-0- 250	Safety-	Unemployment Comp	(261.27)
6-1100-419-50-125-003-0- 260	Safety-	Workers Comp	(91.44)
TO			
6-1100-415-50-190-002-0- 113	Human Resources-	Reg F/T Employees	43,544.83
6-1100-415-50-190-002-0- 211	Human Resources-	Health Insurance	4,844.60
6-1100-415-50-190-002-0- 212	Human Resources-	Life Insurance	29.50
6-1100-415-50-190-002-0- 220	Human Resources-	FICA	3,331.18
6-1100-415-50-190-002-0- 230	Human Resources-	Retirement	4,898.79
6-1100-415-50-190-002-0- 250	Human Resources-	Unemployment Comp	261.27
6-1100-415-50-190-002-0- 260	Human Resources-	Workers Comp	91.44
	TOTAL BUDGET INCREASE (DECREASE)		**$ 0.00**

REASON: **Transfer needed to fund creation of Human Resources Analyst III position (AI-53595 CC 03/07/16).**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR - 1 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Safety (125-003) DATE: 3/7/2016

CURRENT POSITION TITLE: Safety Officer III CURRENT SLOT #: 0005

REQUESTED POSITION TITLE:

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 57,535.00	$ 0.00	$ (57,535.00)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following: N/A

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

After review of County Wide services and operations, it has been determined that there is a greater need of assistance in the Human Resources Administration area.

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	3/1/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	HUMAN RESOURCES DIRECTOR	3/02/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/3/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAR - 1 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Human Resources (190-002) DATE: 3/7/2016

CURRENT POSITION TITLE: CURRENT SLOT #: 0013

REQUESTED POSITION TITLE: Human Resources Analyst III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 55,440.00	$ 55,440.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other Interdepartmental Transfer from deleted position in Safety (125-003) Slot No. 0005

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

After review of County Wide services and operations, it has been determined that there is a greater need of assistance in the Human Resources Administration area.

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	3/01/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET (TRF FUNDS)	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	3/01/2016 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	3/3/2016 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS' COURT APPROVAL	Date			

Human Resources 10. D.

AI-53645

CC - REGULAR
Meeting Date: 03/07/2016
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Department: HUMAN RESOURCES

Information

CAPTION

1. Status report on the implementation of the county's Classification and Compensation Pay Plan. (Grade & Step)
2. Approval of Classification and Compensation Plan Position Inventory List.
3. Approval of corrections to position titles as per Exhibit A.
4. Approval to revise salary schedule as per commissioners' court action.

BACKGROUND

Fiscal Impact

Attachments

A
CCP
list

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel	Damaris San Miguel	03/03/2016 01:56 PM
Budget & Management	Veronica Ortiz	03/03/2016 02:52 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Damaris San Miguel Started On: 03/03/2016 10:20 AM
Final Approval Date: 03/04/2016

HIDALGO COUNTY

Department Of Budget & Management

AI - 53645

EXIBITH A

CURRENT TITLE	PROPOSED TITLE
1st ASSISTANT PUBLIC DEFENDER	FIRST ASSISTANT PUBLIC DEFENDER
A/C TECHNICIAN III	AIR CONDITION TECHNICIAN III
AC TECHNICIAN I	AIR CONDITION TECHNICIAN I
ASSISTANT QUARTER MASTER	ASSISTANT QUARTERMASTER
ASSISTANT VET SRVC OFFICER	ASSISTANT VETERAN SERVICES OFFICER
ASST COORDINT	ASSISTANT COURT COORDINATOR
ASST COURT COORDINT	ASSISTANT COURT COORDINATOR
ASST CRT COOR	ASSISTANT COURT COORDINATOR
ASST TB RECORDS MNGR	ASSISTANT TB RECORDS MANAGER
BLDG MAINTENANCE MANAGER	BUILDING MAINTENANCE MANAGER
BORDER COLONIA ACS PRGM DIRECTOR	DIRECTOR, BORDER COLONIA ACCESS PROGRAM
BUDGET ANLAYST III	BUDGET ANALYST III
CHIEF ADMIN OFFCR	CHIEF ADIMINISTRATOR
COMM LIAISON	COMMUNITY LIAISON I
COMMUNITY LIAISON	COMMUNITY LIAISON I
COURT ASST.	COURT ASSISTANT
COURT BAILIFF	BAILIFF
DEPUTY EMRGNC MNGT COORD II	DEPUTY EMERGENCY MANAGEMENT COORDINATOR II
DIRECTOR BDGT MNGT DIVISION	DIRECTOR, BUDGET MANAGEMENT DIVISION
DIRECTOR EMPL BNFTS DIVISION	DIRECTOR, EMPLOYEE BENEFITS DIVISION
DIRECTOR HUMAN SERVICES	DIRECTOR, HUMAN SERVICES
DIRECTOR OF CLINICAL CARE SERVICES	DIRECTOR, CLINICAL CARE SERVICES
DIRECTOR OF CONSTRUCTION	DIRECTOR, CONSTRUCTION
DIRECTOR OF PLANNING	DIRECTOR, PLANNING DEPARTMENT
DIRECTOR OF ROAD AND BRIDGE	DIRECTOR, ROAD AND BRIDGE PROGRAM
DIRECTOR OF SPECIAL PROJECTS	DIRECTOR, SPECIAL PROJECTS
DIRECTOR STRTGC PLNNNG DVSN	DIRECTOR, STRATEGIC PLANNING DIVISION
DIRECTOR, FIELDS OPERATIONS	DIRECTOR, FIELD OPERATIONS
DIVISION DIRECTOR- UCP FINANCE	DIRECTOR, UCP FINANCE DIVISION
DOMESTIC RELATIONS OFFICE DIRECTOR	DIRECTOR, DOMESTIC RELATIONS OFFICE
ELECTIONS ADMIN	ELECTIONS ADMINISTRATOR
EXECUTIVE ASST	EXECUTIVE ASSISTANT (STEP TBD)
FIELD OPERATIONS DIRECTOR	DIRECTOR, FIELD OPERATIONS
FIELD OPERATIONS DIRECTOR II	DIRECTOR, FIELD OPERATIONS
FML & CNSMR SCNC PRG ASST	FAMILY & CONSUMER SCIENCE PROGRAM ASSISTANT
HEALTH SERVICES BILLING SUPERVISOR	BILLING SUPERVISOR
HEAVY EQ OP I	EQUIPMENT OPERATOR I
HEAVY EQ OP II	EQUIPMENT OPERATOR II
HEAVY EQUIPMENT OPERATOR I	EQUIPMENT OPERATOR I
HEAVY EQUIPMENT OPERATOR II	EQUIPMENT OPERATOR II
HEAVY EQUIPMENT OPERATOR III	EQUIPMENT OPERATOR III
HR COORDINATOR II	HUMAN RESOURCES COORDINATOR II

HIDALGO COUNTY

Department Of Budget & Management

AI - 53645

EXIBITH A

CURRENT TITLE	PROPOSED TITLE
HUMAN RESOURCES SPEC I	HUMAN RESOURCES SPECIALIST I
INDIGENT DEFENSE DIRECTOR	DIRECTOR, INDIGENT DEFENSE
INFORMATION SYSTEM ADM	INFORMATION SYSTEM ADMINISTRATOR
INVENTORY CONTROL SPECIALIST III	INVENTORY SPECIALIST III
INVESTIGATOR	INVESTIGATOR I
LIBRARY ASSITANT	LIBRARY ASSISTANT
PARK DIRECTOR	DIRECTOR, PARKS
PAVING SUPVSR	PAVING SUPERVISOR
PROCUREMENT PROCESS COORD	PROCUREMENT PROCESS COORDINATOR
PUBLIC HEALTH PREP COORD	PUBLIC HEALTH PREPARATION COORDINATOR
REGISTERED DIETICIAN II	REGISTERED DIETITIAN II
SAFETY DIRECTOR	DIRECTOR, SAFETY DIVISION
SANIT DIRECTOR	DIRECTOR, SANITATION PROGRAM
SP/PROJ COORD	SPECIAL PROJECTS COORDINATOR
TRAFFIC SAFETY SPECIALIST I	TRAFFIC CONTROL SPECIALIST I
TRAFFIC SAFETY SPECIALIST II/MAINTENANCE	TRAFFIC CONTROL SPECIALIST II
TRAFFIC SPECIALIST I	TRAFFIC CONTROL SPECIALIST I
TRF SA/SPC II	TRAFFIC CONTROL SPECIALIST II
TRF SA/SPC III	TRAFFIC CONTROL SPECIALIST III
TX VACCINES EDUCATOR	TEXAS VACCINES FOR CHILDREN EDUCATOR
TX VCCNS MANAGER	TEXAS VACCINES FOR CHILDREN MANAGER
VENDOR LIASON	VENDOR LIAISON
VETERANS SERVICES	VETERANS SERVICES OFFICER
VICTIMS UNIT PROGRAM DIRECTOR	DIRECTOR, VICTIMS UNIT PROGRAM
VOTER REGISTRATION SPCLST I	VOTER REGISTRATION SPECIALIST I
WC SPECIALIST I	WORKERS COMPENSATION SPECIALIST I
WC SPECIALIST II	WORKERS COMPENSATION SPECIALIST II
WIC CRTFCTN SPECIALIST II	WIC CERTIFICATION SPECIALIST II
WIC CRTFCTN SPECIALIST III	WIC CERTIFICATION SPECIALIST III
WIC DIRECTOR	DIRECTOR, WIC PROGRAM

HIDALGO COUNTY

Executive Office/
Department of Budget & Management

Classification and Compensation Pay Plan

As of March 7, 2016

Table of Contents

CLASSIFICATION AND COMPENSATION PAY PLAN

Timeline 1

Work Group 2

Advisory Group 3

Classification and Compensation Pay Plan

IMPLEMENTATION TIMELINE

Approval to continue the project to implement Hidalgo County Classification and Compensation Plan	February 3, 2016
Correction and Reconciliation of position titles	March 7, 2016
Re-Post of Position Inventory List on the County's Human Resources webpage	March 11, 2016
Classification by grade of all department and precinct positions	April 25, 2016
Review all proposed position classifications with department heads and elected officials	May 20, 2016
Review, revise and update policies and procedures for all county classification and compensation plans	May 20, 2016
Revise the county salary schedule to include the appropriate Grade and Step for each classified position	May 27, 2016
Develop estimated cost/savings to implement the Classification and Compensation Pay Plan	June 3, 2016
Present completed project to Commissioners' Court for approval	June 7, 2016
Install the approved Classification and Compensation Pay Plan on all county payroll systems	June 20, 2016
Implement the approved Classification and Compensation Pay Plan and related policies and procedures	July 1, 2016

HIDALGO COUNTY

Department Of Budget & Management

CLASSIFICATION AND COMPENSATION PAY PLAN

Work Group

DEPARTMENT	NAME	POSITION TITLE
EXECUTIVE OFFICE	RAUL SILGUERO	COUNTY OPERATIONS ADMINISTRATOR
BUDGET AND MANAGEMENT	DAMARIS SANMIGUEL	DIRECTOR, BUDGET AND MANAGEMENT
BUDGET AND MANAGEMENT	DEBBIE TAMEZ	BUDGET ANALYST III
BUDGET AND MANAGEMENT	PATRICIA RAMOS	BUDGET ANALYST II
HUMAN RESOURCES	CLAUDIA LIMAS	HUMAN RESOURCES SPECIALIST III
HUMAN RESOURCES	DIANA MUÑOZ	ADMINISTRATIVE ASSISTANT III

HIDALGO COUNTY

Department Of Budget & Management

CLASSIFICATION AND COMPENSATION PAY PLAN

Advisory Group

DEPARTMENT	NAME	POSITION TITLE
COUNTY CLERKS	ARTURO GUAJARDO	COUNTY CLERK
DISTRICT CLERKS	LAURA HINOJOSA	DISTRICT CLERK
TREASURER'S OFFICE	NORMA G. GARCIA	COUNTY TREASURER
PRECINCT NO. 2	ERIKA ZAMORA	DIRECTOR, ADMINISTRATION OPERATIONS
PRECINCT NO. 4	JESUS OZUNA	CHIEF ADMINISTRATOR
COUNTY JUDGE	ERIKA REYNA	ASSISTANT CHIEF ADMINISTRATOR
93RD DISTRICT COURT	JOEL ESPINOZA	COURT COORDINATOR
DA CIVIL LITIGATION	VICTOR GARZA	ATTORNEY IV

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
4H YOUTH OUTREACH COORDINATOR	07	31,255.00
ACCOUNTANT I	08	33,755.00
ACCOUNTANT II	10	39,371.00
ACCOUNTANT III	12	45,923.00
ACCOUNTANT IV	14	53,565.00
ACCOUNTING CLERK I	06	28,940.00
ACCOUNTING CLERK II	08	33,755.00
ACCOUNTS PAYABLE SPECIALIST I	06	28,940.00
ACCOUNTS PAYABLE SPECIALIST II	08	33,755.00
ACCOUNTS PAYABLE SPECIALIST III	10	39,371.00
ACCOUNTS PAYABLE SUPERVISOR	15	57,850.00
ACCOUNTS REPORT SPECIALIST	14	53,565.00
ADMINISTRATIVE ASSISTANT I	04	24,811.00
ADMINISTRATIVE ASSISTANT II	06	28,940.00
ADMINISTRATIVE ASSISTANT III	08	33,755.00
ADMINISTRATIVE ASSISTANT IV	10	39,371.00
ADMINISTRATIVE ASSISTANT V	12	45,923.00
ADVANCED CLINICAL PRACTITIONER	21	91,800.00
AIR CONDITION TECHNICIAN HELPER	04	24,811.00
AIR CONDITION TECHNICIAN I	07	31,255.00
AIR CONDITION TECHNICIAN II	09	36,455.00
AIR CONDITION TECHNICIAN III	11	42,521.00
ANIMAL CONTROL SPECIALIST I	04	24,811.00
ANIMAL CONTROL SPECIALIST II	06	28,940.00
APPLICATION DEVELOPER I	10	39,371.00
APPLICATION DEVELOPER II	12	45,923.00
APPLICATION DEVELOPER III	14	53,565.00
AREA COORDINATOR I	14	53,565.00
AREA COORDINATOR II	16	62,478.00
AREA COORDINATOR III	18	72,874.00
ASSISTANT CHIEF DEPUTY	15	57,850.00
ASSISTANT COMMANDER	16	62,478.00
ASSISTANT DEPUTY COUNTY CLERK	03	22,973.00
ASSISTANT DEPUTY DISTRICT CLERK	03	22,973.00
ASSISTANT DIRECTOR OF NURSING	17	67,476.00
ASSISTANT DISTRICT ATTORNEY I	12	45,923.00
ASSISTANT DISTRICT ATTORNEY II	14	53,565.00
ASSISTANT DISTRICT ATTORNEY III	16	62,478.00
ASSISTANT DISTRICT ATTORNEY IV	18	72,874.00
ASSISTANT DISTRICT ATTORNEY V	20	85,000.00
ASSISTANT FIXED ASSET MANAGER	13	49,597.00
ASSISTANT PAYROLL SUPERVISOR	11	42,521.00
ASSISTANT PUBLIC HEALTH PREPAREDNESS COORDINATOR	15	57,850.00
ASSISTANT QUARTERMASTER	07	31,255.00
ASSISTANT TB RECORDS MANGER	04	24,811.00
ASSISTANT VETERAN SERVICE OFFICER	07	31,255.00
ATTENDANT I	02	21,271.00
ATTENDANT II	04	24,811.00

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
ATTENDANT III	06	28,940.00
ATTORNEY I	12	45,923.00
ATTORNEY II	14	53,565.00
ATTORNEY III	16	62,478.00
ATTORNEY IV	18	72,874.00
ATTORNEY V	20	85,000.00
AUTOPSY TECHNICIAN	11	42,521.00
BILLING SPECIALIST I	01	19,695.00
BILLING SPECIALIST II	03	22,973.00
BILLING SPECIALIST III	05	26,796.00
BILLING SPECIALIST IV	07	31,255.00
BILLING SPECIALIST V	09	36,455.00
BILLING SUPERVISOR	11	42,521.00
BI-NATIONAL COORDINATOR	11	42,521.00
BOOKKEEPER I	06	28,940.00
BOOKKEEPER II	08	33,755.00
BUDGET ANALYST I	10	39,371.00
BUDGET ANALYST II	12	45,923.00
BUDGET ANALYST III	14	53,565.00
BUDGET CLERK I	06	28,940.00
BUDGET CLERK II	08	33,755.00
BUDGET MANAGER I	15	57,850.00
BUDGET MANAGER II	17	67,476.00
BUILDING MAINTENANCE MANAGER	17	67,476.00
BUYER I	07	31,255.00
BUYER II	09	36,455.00
BUYER III	11	42,521.00
CARPENTER I	03	22,973.00
CARPENTER II	05	26,796.00
CARPENTER III	07	31,255.00
CASHIER I	04	24,811.00
CASHIER II	06	28,940.00
CASHIER III	08	33,755.00
CERTIFIED MEDICAL ASSISTANT	07	31,255.00
CHIEF ADMINISTRATOR	20	85,000.00
CHIEF DEPUTY I	17	67,476.00
CHIEF DEPUTY II	19	78,704.00
CHIEF FRAUD INVESTIGATOR	14	53,565.00
CHIEF OF APPEALS	15	57,850.00
CJIS ADMINISTRATOR	17	67,476.00
CLAIMS INVESTIGATOR I	11	42,521.00
CLAIMS INVESTIGATOR II	13	49,597.00
CLERK I	01	19,695.00
CLERK II	03	22,973.00
CLERK III	05	26,796.00
CLERK IV	07	31,255.00
CLERK V	09	36,455.00
CLINIC AIDE I	01	19,695.00

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
CLINIC AIDE II	03	22,973.00
CLINIC AIDE III	05	26,796.00
CLINIC MANAGER	12	45,923.00
COLLECTIONS ANALYST	12	45,923.00
COLLECTIONS ENFORCEMENT OFFICER I	05	26,796.00
COLLECTIONS ENFORCEMENT OFFICER II	07	31,255.00
COLLECTIONS SUPERVISOR	13	49,597.00
COLONIA ACCESS PROGRAM COORDINATOR	09	36,455.00
COMMANDER	18	72,874.00
COMMISSARY SUPERVISOR	07	31,255.00
COMMISSIONER COURT ADMINISTRATOR	16	62,478.00
COMMISSIONER'S COURT AGENDA COORDINATOR	10	39,371.00
COMMUNICATIONS OFFICER	07	31,255.00
COMMUNICATIONS OPERATOR I	06	28,940.00
COMMUNICATIONS SUPERVISOR	09	36,455.00
COMMUNITY LIAISON I	11	42,521.00
COMMUNITY OUTREACH WORKER	03	22,973.00
COMMUNITY PEER COUNSELOR	05	26,796.00
COMMUNITY RESOURCE CENTER COORDINATOR	09	36,455.00
COMMUNITY SERVICE AIDE	06	28,940.00
COMMUNITY SERVICE SPECIALIST	07	31,255.00
COMPLIANCE MONITOR	13	49,597.00
COMPUTER SYSTEM ADMINISTRATOR	12	45,923.00
CONSTRUCTION INSPECTOR	11	42,521.00
CONTRACTS MANAGER	12	45,923.00
COOK I	02	21,271.00
COOK II	04	24,811.00
COOK III	06	28,940.00
COORDINATOR I	09	36,455.00
COORDINATOR II	11	42,521.00
COORDINATOR III	13	49,597.00
COORDINATOR IV	15	57,850.00
COURIER	02	21,271.00
COURTS MANAGER	13	49,597.00
CREW LEADER I	07	31,255.00
CRIME SCENE SPECIALIST	12	45,923.00
CRIME SCENE SPECIALIST SUPERVISOR	13	49,597.00
CRIME VICTIM COORDINATOR	10	39,371.00
CRIME VICTIM LIAISON	10	39,371.00
CRIMINAL INTELLIGENCE RESEARCH ANALYST	09	36,455.00
CRIMINAL INVESTIGATOR I	12	45,923.00
CRIMINAL INVESTIGATOR II	14	53,565.00
CRIMINAL INVESTIGATOR III	16	62,478.00
CUSTODIAN I	01	19,695.00
CUSTODIAN II	03	22,973.00
DATA ENTRY CLERK I	01	19,695.00
DATA ENTRY CLERK II	03	22,973.00
DATA ENTRY CLERK III	05	26,796.00

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
DEPUTY CLERK I	05	26,796.00
DEPUTY CLERK II	07	31,255.00
DEPUTY CLERK III	09	36,455.00
DEPUTY COUNTY CLERK I	05	26,796.00
DEPUTY COUNTY CLERK II	07	31,255.00
DEPUTY COUNTY CLERK III	09	36,455.00
DEPUTY DIRECTOR	19	78,704.00
DEPUTY DISTRICT CLERK I	05	26,796.00
DEPUTY DISTRICT CLERK II	07	31,255.00
DEPUTY EMERGENCY MANAGEMENT COORDINATOR I	11	42,521.00
DEPUTY EMERGENCY MANAGEMENT COORDINATOR II	13	49,597.00
DEPUTY FIRE MARSHAL	10	39,371.00
DEVELOPER & SYSTEM ENGINEER	17	67,476.00
DIRECTOR OF ACCOUNTING DIVISION	18	72,874.00
DIRECTOR OF ADMINISTRATIVE OPERATIONS	17	67,476.00
DIRECTOR OF AUDIT DIVISION	18	72,874.00
DIRECTOR OF NURSING	19	78,704.00
DIRECTOR OF OPERATIONS	16	62,478.00
DIRECTOR, BUDGET MANAGEMENT DIVISION	17	67,476.00
DIRECTOR, EMPLOYEE BENEFITS DIVISION	18	72,874.00
DIRECTOR, FIELD OPERATIONS	19	78,704.00
DIRECTOR, HUMAN SERVICES	17	67,476.00
DIRECTOR, STRATEGIC PLANNING DIVISION	17	67,476.00
DIVISION DIRECTOR, UCP FINANCE	17	67,476.00
DIVISION DIRECTOR, UCP HOUSING	16	62,478.00
DRIVER I	02	21,271.00
DRIVER II	04	24,811.00
DRIVER III	06	28,940.00
ECONOMIC DEVELOPMENT PLANNER I	14	53,565.00
ELECTIONS SPECIALIST I	07	31,255.00
ELECTIONS SPECIALIST II	09	36,455.00
ELECTIONS SYSTEM MANAGER	15	57,850.00
ELECTRICIAN I	08	33,755.00
ELECTRICIAN II	10	39,371.00
ELIGIBILITY SPECIALIST I	04	24,811.00
ELIGIBILITY SPECIALIST II	06	28,940.00
EMPLOYEE BENEFITS SPECIALIST I	10	39,371.00
EMPLOYEE BENEFITS SPECIALIST II	11	42,521.00
ENGINEERING TECHNICIAN I	05	26,796.00
ENGINEERING TECHNICIAN II	07	31,255.00
ENGINEERING TECHNICIAN III	09	36,455.00
ENGINEERING TECHNICIAN IV	11	42,521.00
ENGINEERING TECHNICIAN V	13	49,597.00
ENVIRONMENTAL COMPLIANCE MONITOR	09	36,455.00
ENVIRONMENTAL HEALTH SERVICES DIVISION MANAGER	15	57,850.00
EPIDEMIOLOGIST I	15	57,850.00
EQUIPMENT OPERATOR I	05	26,796.00
EQUIPMENT OPERATOR II	07	31,255.00

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
EQUIPMENT OPERATOR III	09	36,455.00
EQUIPMENT OPERATOR IV	11	42,521.00
EVIDENCE TECHNICIAN	09	36,455.00
EXECUTIVE ASSISTANT I	11	42,521.00
EXECUTIVE ASSISTANT II	13	49,597.00
EXECUTIVE ASSISTANT III	15	57,850.00
EXECUTIVE ASSISTANT IV	17	67,476.00
FAMILY & CONSUMER SCIENCE PROGRAM ASSISTANT	03	22,973.00
FAMILY PLANNING AIDE	05	26,796.00
FIELD OPERATIONS INSPECTOR	09	36,455.00
FIELD SERVICE SPECIALIST I	08	33,755.00
FIELD SERVICE SPECIALIST II	10	39,371.00
FINANCIAL ACCOUNTING SUPERVISOR	15	57,850.00
FIRST ASSISTANT COUNTY AUDITOR	21	91,800.00
FIRST ASSISTANT PUBLIC DEFENDER	17	67,476.00
FIXED ASSET MANAGER	15	57,850.00
FOREMAN I	07	31,255.00
FOREMAN II	09	36,455.00
FOREMAN III	11	42,521.00
FOREMAN IV	13	49,597.00
FRAUD INVESTIGATOR	12	45,923.00
GIS OPERATOR ASSISTANT	07	31,255.00
GIS OPERATOR I	08	33,755.00
GIS OPERATOR II	10	39,371.00
GIS OPERATOR III	12	45,923.00
GIS OPERATOR IV	14	53,565.00
GRANTS ACCOUNTING SUPERVISOR	15	57,850.00
HEALTH INFORMATION TECHNICIAN	08	33,755.00
HEALTH INSPECTOR I	07	31,255.00
HEALTH INSPECTOR II	09	36,455.00
HEALTH TECHNICIAN	07	31,255.00
HOUSING SPECIALIST I	09	36,455.00
HUMAN RESOURCES COORDINATOR I	09	36,455.00
HUMAN RESOURCES COORDINATOR II	11	42,521.00
HUMAN RESOURCES COORDINATOR III	13	49,597.00
HUMAN RESOURCES COORDINATOR IV	15	57,850.00
HUMAN RESOURCES SPECIALIST I	06	28,940.00
HUMAN RESOURCES SPECIALIST II	08	33,755.00
HUMAN RESOURCES SPECIALIST III	10	39,371.00
HUMAN RESOURCES TRAINER	11	42,521.00
HUMAN SERVICES COORDINATOR	13	49,597.00
HUMAN SERVICES TECHNICIAN	05	26,796.00
INFLUENZA DATA TECHNICIAN	07	31,255.00
INFORMATION SYSTEM ADMINISTRATOR	18	72,874.00
INFORMATION TECHNOLOGY MANAGER	15	57,850.00
INFRASTRUCTURE SYSTEMS MANAGER	17	67,476.00
INMATE INTERVENTION SPECIALIST	12	45,923.00
INSPECTOR	09	36,455.00

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
INTAKE CLERK	08	33,755.00
INTELLIGENCE RESEARCH SPECIALIST	08	33,755.00
INTERNAL AUDITOR I	09	36,455.00
INTERNAL AUDITOR II	11	42,521.00
INTERNAL AUDITOR III	13	49,597.00
INVENTORY SPECIALIST I	04	24,811.00
INVENTORY SPECIALIST II	06	28,940.00
INVENTORY SPECIALIST III	08	33,755.00
INVENTORY SPECIALIST IV	10	39,371.00
INVESTIGATOR I	12	45,923.00
LABORATORY TECHNICIAN	04	24,811.00
LACTATION SPECIALIST	08	33,755.00
LIBRARIAN	14	53,565.00
LIBRARY ASSISTANT	04	24,811.00
LICENSED VOCATIONAL NURSE I	09	36,455.00
LICENSED VOCATIONAL NURSE II	11	42,521.00
LICENSED VOCATIONAL NURSE III	13	49,597.00
LICENSED VOCATIONAL NURSE III	14	53,565.00
LIMITED MEDICAL RADIOLOGIC TECHNOLOGIST	09	36,455.00
MAIL CLERK	04	24,811.00
MAINTENANCE I	01	19,695.00
MAINTENANCE II	03	22,973.00
MAINTENANCE III	05	26,796.00
MAINTENANCE IV	07	31,255.00
MAINTENANCE SUPERVISOR	11	42,521.00
MANAGER, MOTOR VEHICLE LICENSE SECTION	15	57,850.00
MANAGER, TAX ASSESSING SECTION	15	57,850.00
MANAGER, TAX COLLECTION SECTION	17	67,476.00
MATERIALS CLERK	05	26,796.00
MECHANIC I	04	24,811.00
MECHANIC II	06	28,940.00
MECHANIC III	08	33,755.00
MECHANIC IV	10	39,371.00
MECHANIC V	12	45,923.00
MEDICAL TECHNICIAN I	05	26,796.00
MEDICAL TECHNICIAN II	07	31,255.00
MONITOR I	10	39,371.00
MONITOR II	12	45,923.00
MULTI MEDIA COORDINATOR	16	62,478.00
NUTRITIONIST I	11	42,521.00
NUTRITIONIST II	13	49,597.00
OFFICE MANAGER	17	67,476.00
OPERATIONS ADMINISTRATOR	16	62,478.00
OUTREACH SPECIALIST I	04	24,811.00
OUTREACH SPECIALIST II	06	28,940.00
PARKS DIRECTOR	14	53,565.00
PAYROLL CLERK I	05	26,796.00
PAYROLL CLERK II	07	31,255.00

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
PAYROLL DATA SPECIALIST II	11	42,521.00
PAYROLL SUPERVISOR	14	53,565.00
PEER COUNSELOR I	02	21,271.00
PEER COUNSELOR II	04	24,811.00
PEER COUNSELOR MANAGER	06	28,940.00
PLANNER	10	39,371.00
PLANNING ANALYST I	10	39,371.00
PLANNING ANALYST II	12	45,923.00
PLANNING ANALYST III	14	53,565.00
PLANNING COORDINATOR	16	62,478.00
PLANNING INSPECTOR I	04	24,811.00
PLANNING INSPECTOR II	06	28,940.00
PLANNING INSPECTOR III	08	33,755.00
PLANNING SUPERVISOR	15	57,850.00
PLUMBER HELPER	04	24,811.00
PLUMBER I	08	33,755.00
PROCUREMENT MANAGER	14	53,565.00
PROCUREMENT PROCESS COORDINATOR	12	45,923.00
PROCUREMENT SPECIALIST	12	45,923.00
PROGRAM COORDINATOR I	10	39,371.00
PROGRAM SPECIALIST	09	36,455.00
PUBLIC AFFAIRS SPECIALIST I	10	39,371.00
PUBLIC DEFENDER I	12	45,923.00
PUBLIC DEFENDER II	14	53,565.00
PUBLIC DEFENDER III	16	62,478.00
PUBLIC HEALTH INFORMATION TECHNICIAN	09	36,455.00
PUBLIC HEALTH PLANNER	12	45,923.00
PUBLIC HEALTH PREPARATION COORDINATOR	16	62,478.00
PUBLIC HEALTH SPECIALIST	09	36,455.00
PUBLIC HEALTH TECHNICIAN I	09	36,455.00
PUBLIC HEALTH TECHNICIAN II	11	42,521.00
PUBLIC HEALTH TECHNICIAN III	13	49,597.00
PURCHASE ORDER SPECIALIST I	07	31,255.00
PURCHASE ORDER SPECIALIST II	09	36,455.00
QUARTERMASTER	08	33,755.00
RECORDS MANAGEMENT SPECIALIST	10	39,371.00
RECORDS MANAGER	13	49,597.00
REGISTERED DIETITIAN I	12	45,923.00
REGISTERED DIETITIAN II	14	53,565.00
REGISTERED NURSE I	10	39,371.00
REGISTERED NURSE II	12	45,923.00
REGISTERED NURSE III	14	53,565.00
REGISTERED NURSE IV	16	62,478.00
REGISTERED NURSE V	17	67,476.00
RIGHT OF WAY AGENT I	07	31,255.00
RIGHT OF WAY AGENT II	09	36,455.00
RIGHT OF WAY AGENT III	11	42,521.00
RIGHT OF WAY AGENT IV	13	49,597.00

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
RIGHT OF WAY AGENT V	15	57,850.00
SAFETY COORDINATOR	10	39,371.00
SAFETY OFFICER I	10	39,371.00
SAFETY OFFICER II	12	45,923.00
SAFETY OFFICER III	14	53,565.00
SECURITY SPECIALIST	08	33,755.00
SENIOR BUDGET ANALYST	15	57,850.00
SENIOR PLANNING ANALYST	15	57,850.00
SEPTIC TANK INSPECTOR	07	31,255.00
SOCIAL WORKER	11	42,521.00
SPECIAL PROJECTS COORDINATOR	11	42,521.00
STRATEGIC NATIONAL STOCKPILE COORDINATOR	11	42,521.00
SUPERVISOR	09	36,455.00
SURPLUS SPECIALIST	07	31,255.00
SYSTEM SUPPORT SPECIALIST I	11	42,521.00
SYSTEMS SUPPORT ANALYST	10	39,371.00
TB PROGRAM MANAGER	18	72,874.00
TB RECORD MANAGER	10	39,371.00
TB REGISTERED NURSE	16	62,478.00
TECHNICAL SPECIALIST I	10	39,371.00
TECHNICAL SPECIALIST II	12	45,923.00
TECHNICIAN I	04	24,811.00
TECHNICIAN II	06	28,940.00
TECHNICIAN III	08	33,755.00
TECHNICIAN IV	10	39,371.00
TECHNICIAN V	12	45,923.00
TECHNICIAN VI	14	53,565.00
TEXAS VACCINES FOR CHILDREN EDUCATOR	12	45,923.00
TEXAS VACCINES FOR CHILDREN MANAGER	11	42,521.00
TITLE EXAMINER I	06	28,940.00
TITLE EXAMINER II	08	33,755.00
TRAFFIC CONTROL SPECIALIST I	02	21,271.00
TRAFFIC CONTROL SPECIALIST II	04	24,811.00
TRAFFIC CONTROL SPECIALIST III	06	28,940.00
TRAVEL CARD SPECIALIST	11	42,521.00
TRUCK DRIVER I	03	22,973.00
TRUCK DRIVER II	05	26,796.00
TRUCK DRIVER III	07	31,255.00
UCP COORDINATOR I	10	39,371.00
UCP COORDINATOR II	12	45,923.00
VENDOR LIAISON	12	45,923.00
VOTER REGISTRATION SPECIALIST I	05	26,796.00
VOTER REGISTRATION SPECIALIST II	06	28,940.00
VOTER REGISTRATION SPECIALIST III	08	33,755.00
WELDER I	04	24,811.00
WELDER II	06	28,940.00
WIC CERTIFICATION SPECIALIST I	05	26,796.00
WIC CERTIFICATION SPECIALIST II	07	31,255.00

POSITION TITLE	GRADE	COUNTY STEP 1 MINIMUM
WIC CERTIFICATION SPECIALIST III	09	36,455.00
WORKERS COMPENSATION SPECIALIST I	09	36,455.00
WORKERS COMPENSATION SPECIALIST II	11	42,521.00

AI-53571

Health & Human Services Dept.
11. A.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Pursuant to Chapter 121 Local Public Health Reorganization act; Sec. 121.006, requesting approval of the Schedules of Fees effective March 7, 2016.

BACKGROUND

Previous Sliding Fee Schedule was approved on 09/29/2015. Ref. AI-51493. Previous Full-Pay Schedule was approved on 09/15/15. Ref. AI-51281.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Health Safety Code
Fee Sch Imm
Fee sch Title V tuber
email notice
full pay sch

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/01/2016 01:33 PM
Manuel Chapa	Manuel Chapa	03/02/2016 10:09 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Mike Escaname Started On: 02/29/2016 04:07 PM
Final Approval Date: 03/04/2016

HEALTH AND SAFETY CODE

TITLE 2. HEALTH

SUBTITLE F. LOCAL REGULATION OF PUBLIC HEALTH

CHAPTER 121. LOCAL PUBLIC HEALTH REORGANIZATION ACT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 121.001. SHORT TITLE. This chapter may be cited as the Local Public Health Reorganization Act.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.002. DEFINITIONS. In this chapter:

(1) "Essential public health services" means services to:

(A) monitor the health status of individuals in the community to identify community health problems;

(B) diagnose and investigate community health problems and community health hazards;

(C) inform, educate, and empower the community with respect to health issues;

(D) mobilize community partnerships in identifying and solving community health problems;

(E) develop policies and plans that support individual and community efforts to improve health;

(F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;

(G) link individuals who have a need for community and personal health services to appropriate community and private providers;

(H) ensure a competent workforce for the provision of essential public health services;

(I) research new insights and innovative solutions to community health problems; and

(J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

(2) "Physician" means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 1, eff. June 19, 1999.

Sec. 121.003. POWERS OF MUNICIPALITIES AND COUNTIES. (a) The governing body of a municipality or the commissioners court of a county may enforce any law that is reasonably necessary to protect the public health.

(b) The governing bodies of municipalities and the commissioners courts of counties may cooperate with one another in making necessary improvements and providing services to promote the public health in accordance with The Interlocal Cooperation Act (Article 4413(32c), Vernon's Texas Civil Statutes).

(c) The commissioners court of a county may grant authority under this subsection to a county employee who is trained by a health authority appointed by the county under Section 121.021, by a local health department established under Section 121.031, or by a public health district established under Section 121.041 and who is not a peace officer. The court may grant to the employee the power to issue a citation in an unincorporated area of the county to enforce any law or order of the commissioners court that is reasonably necessary to protect the public health. A citation issued under this subsection must state the name of the person cited, the violation charged, and the time and place the person is required to appear in court. If a person who receives a citation under this subsection fails to appear on the return date of the citation, the court may issue a warrant for the person's arrest for the violation described in the citation.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 562, Sec. 1, eff. Aug. 26, 1991.

Sec. 121.0035. REGULATION OF MOBILE FOOD UNITS AND ROADSIDE FOOD VENDORS IN CERTAIN POPULOUS AREAS. (a) In this section, "mobile food unit" and "roadside food vendor" have the meanings assigned under Section 437.001.

(b) A municipality with a population of 1.5 million or more

and a county with a population of 3.4 million or more shall enforce state law and rules adopted under state law concerning mobile food units and roadside food vendors in the same manner that the county or municipality enforces other health and safety regulations relating to food service.

Added by Acts 2005, 79th Leg., Ch. 1288, Sec. 1, eff. September 1, 2005.

Sec. 121.004. LOCAL HEALTH UNITS. A local health unit is a division of municipal or county government that provides public health services but does not provide each service required of a local health department under Section 121.032(a) or of a public health district under Section 121.043(a).

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.005. STATE AND LOCAL AFFILIATION; CONTRACTS. (a) A local health unit, local health department, or public health district may become affiliated with the department to facilitate the exchange of information and the coordination of public health services.

(b) To be affiliated with the department, a local health unit, local health department, or public health district must annually provide to the department information relating to:

(1) services provided;

(2) staffing patterns; and

(3) funding sources and budget.

(c) The department may contract with a local health unit, local health department, or public health district for the provision of public health services.

(d) The board may adopt rules necessary to implement this section.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.006. PUBLIC HEALTH SERVICES FEES; STATE SUPPORT. (a) The governing body of a municipality, the commissioners court of a county, or the administrative board of a public health district may adopt ordinances or rules to charge fees for public health

services.

(b) A municipality, county, or public health district may not deny public health services to an individual because of inability to pay for the services. A municipality, county, or public health district shall provide for the reduction or waiver of a fee for an individual who cannot pay for services in whole or in part.

(c) The Uniform Grant and Contract Management Act of 1981 (Article 4413(32g), Vernon's Texas Civil Statutes) and standards adopted under that Act control, if applicable, if the local health unit, local health department, or public health district receives state support for the provision of public health services.

(c-1) A fee for a public health service charged in the jurisdiction of a public health district may be uniform throughout the district regardless of which governmental entity member of the district charges the fee. The fee may be set at an amount up to the highest amount charged by any governmental entity member of the district.

(d) In this section, "public health services" means:

(1) personal health promotion and maintenance services;

(2) infectious disease control and prevention services;

(3) environmental and consumer health programs;

(4) public health education and information services;

(5) laboratory services; and

(6) administrative services.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 810, Sec. 1, eff. September 1, 2007.

Sec. 121.0065. GRANTS FOR ESSENTIAL PUBLIC HEALTH SERVICES. (a) Subject to the availability of funds, the department shall administer a program under which appropriated money may be granted to counties, municipalities, public health districts, and other political subdivisions for use by the counties, municipalities,

public health districts, and other political subdivisions to provide or pay for essential public health services.

(b) The grants authorized by Subsection (a) shall be distributed equally between urban and rural areas of the state.

(c) The board shall adopt rules governing:

(1) the allocation formula for grants awarded under this section;

(2) the manner in which a municipality, county, public health district, or other political subdivision applies for a grant;

(3) the procedures for awarding grants; and

(4) the minimum essential public health services to be provided under the grant and other standards applicable to the services to be provided under the grant.

(d) A municipality, county, public health district, or other political subdivision that receives a grant under this section, in consultation with the department, shall develop a plan to evaluate the effectiveness, accessibility, and quality of the essential public health services that are provided under the grant. The plan must:

(1) identify the outcomes that are intended to result from the use of the grant money and establish a mechanism to measure those outcomes; and

(2) establish performance standards for the delivery of essential public health services and a mechanism to measure compliance with those standards.

(e) The governing body of the municipality, the commissioners court of the county, or the members of a public health district may appoint a local health board to monitor the use of the money received under this section.

(f) A public health board established under Section 121.034 or 121.046 may serve as the local health board authorized under Subsection (e).

(g) The governing body of the municipality or the commissioners court of a county may serve as the local health board authorized under Subsection (e). If the governing body of the municipality or the commissioners court of the county elects to

serve as the local health board, the governing body or commissioners court may appoint an advisory committee to advise the governing body or commissioners court with respect to the use of the money granted under this section.

(h) Chapter 783, Government Code, and standards adopted under that chapter control if applicable to a grant made under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.0066. ESSENTIAL PUBLIC HEALTH SERVICES PROVIDED BY DEPARTMENT. (a) Subject to the availability of funds, the department may provide essential public health services for a population for which a municipality, county, public health district, or other political subdivision is not receiving a grant to provide those services under Section 121.0065.

(b) Subject to the availability of funds, the department shall develop a plan that complies with Section 121.0065(d) to evaluate the effectiveness, accessibility, and quality of essential public health services provided under this section.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 2, eff. June 19, 1999.

Sec. 121.007. PUBLIC HEALTH REGIONS. (a) The board may designate geographic areas of the state as public health regions to provide public health services.

(b) The board shall appoint a physician to serve as regional director for each public health region. The regional director is the chief administrative officer of the region. The board shall establish the qualifications and terms of employment of a regional director.

(c) The board or its designee may require a regional director to perform the duties of a health authority. The regional director may perform those duties, as authorized by the board or commissioner, in a jurisdiction in the region in which the health authority fails to perform duties prescribed by the board under Section 121.024. The regional director shall perform the duties of a health authority in a jurisdiction in the region in which there is not a health authority.

(d), (e) Repealed by Acts 1999, 76th Leg., ch. 1378, Sec. 8, eff. June 19, 1999.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 1, eff. Sept. 1, 1991; Acts 1999, 76th Leg., ch. 1378, Sec. 3, 8, eff. June 19, 1999.

Sec. 121.008. ANNUAL CONFERENCE. (a) The board shall hold an annual conference for health authorities and for directors of local health departments and public health districts. The commissioner or the commissioner's designee shall preside over the conference.

(b) A county or municipality may pay necessary expenses incurred by its health authority or director in attending the conference.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER C. MUNICIPALITIES AND COUNTIES WITHOUT ORGANIZED LOCAL PUBLIC HEALTH DEPARTMENTS OR DISTRICTS

Sec. 121.028. APPOINTMENT OF HEALTH AUTHORITY. (a) The governing body of a municipality or the commissioners court of a county that has not established a local health department or a public health district may appoint a physician as health authority to administer state and local laws relating to public health in the municipality's or county's jurisdiction.

(b) The governing body of a municipality or the commissioners court of a county described by Subsection (a) that is receiving a grant under Section 121.0065 shall appoint a physician as health authority.

(c) An individual appointed to serve as health authority for a county or municipality may serve as the health authority for one or more other jurisdictions under an interlocal contract made in accordance with Chapter 791, Government Code.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 4, eff. June 19, 1999.

Sec. 121.029. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the

health authority who made the delegation; however, the health authority may limit the time to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity that appoints the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 3, eff. Sept. 1, 1991.

SUBCHAPTER D. LOCAL HEALTH DEPARTMENTS

Sec. 121.031. ESTABLISHMENT. The governing body of a municipality or the commissioners court of a county may establish a local health department by majority vote.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.032. POWERS AND DUTIES. A local health department may perform all public health functions that the municipality or county that establishes the local health department may perform.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1999, 76th Leg., ch. 1378, Sec. 5, eff. June 19, 1999.

Sec. 121.033. DEPARTMENT DIRECTOR. (a) The governing body of a municipality or the commissioners court of a county shall appoint the director of the municipality's or county's local health department.

(b) The director is the chief administrative officer of the local health department, and if the director is a physician, the director is the health authority in the local health department's jurisdiction.

(c) The governing body of a municipality or the commissioners court of a county may designate a person to perform

its appointment duties under this section.

(d) A director of a local health department who is not a physician shall appoint a physician as the health authority in the local health department's jurisdiction, subject to the approval of the governing body or the commissioners court, as appropriate, and the board.

(e) The governing body or the commissioners court, as appropriate, shall set the compensation of the director and the health authority in its jurisdiction, except that the compensation, including a salary, may be allowed only for services actually rendered.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0331. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the municipality's or county's local health department to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority

and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.034. PUBLIC HEALTH BOARD. (a) The governing body of a municipality that establishes a local health department may provide for the creation of an administrative or advisory public health board and the appointment of representatives to that board.

(b) The commissioners court of a county that establishes a local health department may provide for the creation of an advisory public health board and the appointment of representatives to that board.

(c) The director of the local health department is an ex officio, nonvoting member of any public health board established for the local health department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER E. PUBLIC HEALTH DISTRICTS

Sec. 121.041. ESTABLISHMENT. By a majority vote of each governing body, a public health district may be established by:

(1) two or more counties;

(2) two or more municipalities;

(3) a county and one or more municipalities in the county; or

(4) two or more counties and one or more municipalities in those counties.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.042. ADMISSION TO DISTRICT. (a) Any governmental entity, including a school district, may apply to become a member of a public health district.

(b) The governing body of each member shall review the application.

(c) The governmental entity may be admitted to membership on terms acceptable to the applicant and the members if a majority of the governing body of each member approves the application.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.043. POWERS AND DUTIES. (a) A public health district may perform any public health function that any of its members may perform unless otherwise restricted by law.

(b) For purposes of Section 121.005, a public health district shall be identified by its program of public health services and shall, at a minimum, provide the services listed for a local health department under Section 121.032(b).

(c) A public health district may sue and be sued.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 476, Sec. 3, eff. Aug. 26, 1991.

Sec. 121.044. COOPERATIVE AGREEMENT. (a) The members of a public health district shall prepare a written cooperative agreement that sets out fully the terms of operation of the district.

(b) The terms in a cooperative agreement must include:

(1) organizational structure;

(2) financial administration; and

(3) procedures for:

(A) modification of the cooperative agreement;

(B) admission, withdrawal, and expulsion of members;

(C) dissolution of the district; and

(D) selection and removal of a director.

(c) A cooperative agreement must be:

(1) approved by the governing body of each member; and

(2) signed by the appropriate officers of each governing body.

(d) A modification of a cooperative agreement must be in writing. A modification is effective on approval by the governing body of each member.

(e) A copy of a cooperative agreement and of each

modification shall be:

(1) included in the minutes of the governing body of each member; and

(2) filed with the clerk of each county and municipality in the district and with the department.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.045. DISTRICT DIRECTOR. (a) The members of a public health district shall appoint the director of the district.

(b) The director is the chief administrative officer of the public health district, and if the director is a physician, the director is the health authority in the district's jurisdiction.

(c) A member may designate a person to perform its appointment duties under this section.

(d) A director of a public health district who is not a physician shall appoint a physician as the health authority for the district, subject to the approval of the members and the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1989, 71st Leg., ch. 1100, Sec. 5.07(a), eff. Sept. 1, 1989.

Sec. 121.0451. DELEGATION OF AUTHORITY. (a) A health authority, unless otherwise restricted by law, may delegate a power or duty imposed on the health authority by the board, or by this or any other law, to a properly qualified physician who is employed by the public health district to act while the health authority is absent or incapacitated.

(b) The physician designated by the health authority must:

(1) meet the qualifications set out in Section 121.022(a);

(2) be appointed as a designee in the same manner as the appointment of the health authority;

(3) take, subscribe, and file the official oath and appointment with the board as required by Section 121.022(b); and

(4) file a certified copy of the written delegation with the board.

(c) The delegation is effective during the term of the health authority who made the delegation; however, the health

authority may limit the delegation to a shorter duration in the written delegation of authority.

(d) The health authority is responsible for the acts of the physician to whom the health authority has delegated the power or duty.

(e) The entity or entities that appoint the health authority and the designee health authority must adopt procedures for the service of the designee as health authority under this section. The procedures shall prevent duplication of authority between the health authority and the designee and provide notice to the department when authority is transferred.

Added by Acts 1991, 72nd Leg., ch. 118, Sec. 7, eff. Sept. 1, 1991.

Sec. 121.046. PUBLIC HEALTH BOARD. (a) The cooperative agreement of a public health district may provide for the creation of an advisory or administrative public health board.

(b) An advisory public health board shall advise the members and director on matters of public health.

(c) An administrative public health board may adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public. However, an administrative board may not adopt a rule that is not specifically authorized by state law, conflicts with a law of this state, or conflicts with an ordinance of a municipality or county in the district.

(d) A public health board may perform any function relating to the operation of the public health district that is required under the cooperative agreement.

(e) The terms of a cooperative agreement that provides for a public health board must include:

(1) the composition and number of the representatives that compose the public health board;

(2) a method for appointing representatives to the public health board;

(3) the length of the representatives' terms, which must be staggered;

(4) a requirement that a representative must have

resided in the district for at least three years before the date of the representative's appointment;

(5) a requirement that each representative serve without compensation;

(6) the manner in which a vacancy is filled for an unexpired term;

(7) the procedure and substantive criteria for the removal of a representative; and

(8) a description of the relationship between the director and the public health board.

(f) The director is an ex officio, nonvoting member of a public health board established by the cooperative agreement.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.047. FINANCES. The members of a public health district shall pay the costs necessary to operate the district, including costs for:

(1) staff salaries;

(2) supplies;

(3) suitable offices;

(4) health and clinic centers;

(5) health services and facilities; and

(6) maintenance.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

SUBCHAPTER F. PUBLIC HEALTH CONSORTIUM

Sec. 121.101. DEFINITION. In this chapter, "consortium" means the public health consortium established under this subchapter.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.102. CONSORTIUM ESTABLISHED. Subject to availability of funds, the department shall establish a public health consortium composed of:

(1) The University of Texas Health Science Center at San Antonio;

(2) The University of Texas M. D. Anderson Cancer Center;

(3) The University of Texas Southwestern Medical Center at Dallas;

(4) The University of Texas Medical Branch at Galveston;

(5) The University of Texas Health Science Center at Houston;

(6) The University of Texas Health Science Center at Tyler;

(7) the Texas Tech University Health Sciences Center;

(8) The Texas A&M University Health Science Center;

(9) the University of North Texas Health Science Center at Fort Worth; and

(10) any other public institution of higher education that elects to participate in the consortium.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Sec. 121.103. GENERAL DUTIES. (a) Subject to the availability of funds, the department, in consultation with the consortium and local health units, local health departments, and public health districts, shall:

(1) develop curricula to provide training to public health workers;

(2) conduct research on improving health status outcomes and methods of monitoring those outcomes;

(3) develop performance standards for local health units, local health departments, and public health districts;

(4) develop competency certification standards for public health workers; and

(5) study the technology infrastructure available to local health units, local health departments, and public health districts and improve the use of this infrastructure to permit:

(A) statewide communication relating to disease surveillance and reporting of public health information; and

(B) immediate access to public health information and collaboration among public health professionals.

(b) The training curricula described by Subsection (a)(1) may include training for local health authorities.

Added by Acts 1999, 76th Leg., ch. 1378, Sec. 6, eff. June 19, 1999.

Hidalgo County Health and Human Services Department
Income Guidelines & Schedule of Charges - Sliding Fee Schedule
IMMUNIZATIONS
(Monthly Income)

Family Size	0 - 100 %	101 - 185 %	186 - 200 %	201 % & Over
1	$0.00 - $990.00	$1,000.00 - $1,832.00	$1,841.00 - $1,980.00	$1,990.00
2	$0.00 - $1,335.00	$1,348.00 - $2,470.00	$2,483.00 - $2,670.00	$2,683.00
3	$0.00 - $1,680.00	$1,697.00 - $3,108.00	$3,125.00 - $3,360.00	$3,377.00
4	$0.00 - $2,025.00	$2,045.00 - $3,747.00	$3,767.00 - $4,050.00	$4,070.00
5	$0.00 - $2,370.00	$2,394.00 - $4,385.00	$4,408.00 - $4,740.00	$4,764.00
6	$0.00 - $2,715.00	$2,742.00 - $5,023.00	$5,050.00 - $5,430.00	$5,457.00
7	$0.00 - $3,061.00	$3,092.00 - $5,663.00	$5,693.00 - $6,122.00	$6,153.00
8	$0.00 - $3,408.00	$3,442.00 - $6,304.00	$6,339.00 - $6,815.00	$6,850.00
FEE PER VACCINE	**$5.00**	**$5.00**	**$10.00**	**$20.00 Max Charge**

*** If income falls between 100% & 101%, round down to 100%**

*** If income falls between 185% & 186%, round down to 185%**

*** If income falls between 200% & 201%, round down to 200%**

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

ADULT IMMUNIZATION EXPANSION PROGRAM $20.00 PER VACCINE

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

Revised 03/07/2016

Hidalgo County Health and Human Services Department
Income Guidelines & Schedule of Charges - Sliding Fee Schedule
TITLE V & NON-TITLE V CLIENTS INCLUDING TUBERCULOSIS CLIENTS

	TITLE V ELIGIBLE CLIENTS		NON - TITLE V CLIENTS	
Family Size	**0 - 100 %**	**101 - 185 %**	**186 - 200 %**	**201 % & Over**
1	$0.00 - $990.00	$1,000.00 - $1,832.00	$1,841.00 - $1,980.00	$1,990.00
2	$0.00 - $1,335.00	$1,348.00 - $2,470.00	$2,483.00 - $2,670.00	$2,683.00
3	$0.00 - $1,680.00	$1,697.00 - $3,108.00	$3,125.00 - $3,360.00	$3,377.00
4	$0.00 - $2,025.00	$2,045.00 - $3,747.00	$3,767.00 - $4,050.00	$4,070.00
5	$0.00 - $2,370.00	$2,394.00 - $4,385.00	$4,408.00 - $4,740.00	$4,764.00
6	$0.00 - $2,715.00	$2,742.00 - $5,023.00	$5,050.00 - $5,430.00	$5,457.00
7	$0.00 - $3,061.00	$3,092.00 - $5,663.00	$5,693.00 - $6,122.00	$6,153.00
8	$0.00 - $3,408.00	$3,442.00 - $6,304.00	$6,339.00 - $6,815.00	$6,850.00
CHARGE	**NO CO-PAY**	**25%**	**30%**	**FULL PAY**
TB CLIENTS	**NO CO-PAY**	**25%**	**25%**	**25%**

Copay will be assessed based on (but not to exceed) allowed percentage of the total visit charge.

*** If income falls between 100% & 101%, round down to 100%**

*** If income falls between 185% & 186%, round down to 185%**

*** If income falls between 200% & 201%, round down to 200%**

DO NOT COLLECT ON ANY PREVIOUS BALANCES FOR ANY PROGRAM.

TB clients 0 - 100%, No Copay; TB clients at 101% & over, Copay is 25% of the total visit charge.

* NO COPAY FOR CONTACT INVESTIGATIONS, PPD'S OR DOT'S
* NO COPAY ON INITIAL NURSE ONLY
* COPAY WILL BE ASSESSED ON PHYSICIANS E/M VISITS
* COPAY WILL BE ASSESSED ONCE A MONTH ONLY (MONTHLY TOXICITY)

This Schedule shall be used to determine if a client is eligible to pay in accordance with the Eligibility Guidelines; however, services shall not be denied due to inability to pay.

Revised 03/07/2016

Mike Escaname

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>
Sent: Wednesday, February 24, 2016 4:17 PM
To: mike.escaname@hchd.org
Subject: REVISED: Updated 2016 Federal Poverty Level (FPL)

******Revised message*** *Sent on behalf of the Women's Health Services Branch, Community Health Services Section, and the Office of Title V***

Title V Maternal and Child Health (T-V MCH) Fee-for-Service Contractors:

We have updated the 2016 Federal Poverty Level (FPL) table on the DSHS Family and Community Health Services (FCHS) Division HOUSEHOLD Eligibility Worksheet (Form EF05-13227) for the EPHC, FP, BCCS, PHC, and T-V MCH programs with an effective date of **March 1, 2016**. The form is posted at: http://www.dshs.state.tx.us/chscontracts/all_forms.shtm#Revised. The PHC, EPHC, and FP Programs have each added updated sliding fee scales to their respective policy manuals. TV MCH does not have sliding fee scales.

Thank you,

HHSC Women's Preventive Services Branch
DSHS Community Health Services Section
Office of Title V



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This email was sent to mike.escaname@hchd.org using GovDelivery, on behalf of: Texas Health and Human Services Commission · 4900 North Lamar Blvd · Austin TX 78751 · 1-800-439-1420



Hidalgo County Health and Human Services Department

FULL PAY CLIENT'S PAYMENT SCHEDULE

(Effective March 07, 2016)

HCHHSD Family Planning / Wellness Health Programs:

Family Planning / Wellness Intake (Female / Male) ----- (Vitals Only / No Lab)	$ -
Family Planning (Female / Male) & Wellness Health Physical Exam (Female / Male):	
(All appropriate labs included) ----------	$ 50.00
Family Planning for female age 25 and under----------	$ 25.00
Repeat / Follow Up Lab Fees (Female / Male):	
Pap Smear ----------	$ 35.00
CT / GC ----------	$ 35.00
RPR ----------	$ 5.00
CBC ----------	$ 5.00
HIV ----------	$ 10.00
Glucose Serum ----------	$ 5.00
Rubella ----------	$ 5.00
IUD Removal ----------	$ 20.00
Family Planning Supplies:	
Depo Provera (one injection) ----------	$ 30.00
Foam (one) ----------	$ -
Condoms (Only 24 every 3 months) ----------	$ -

Walk-In Services:

Pregnacy Test ----------	$ -
Newborn Screen ----------	$ 35.00
TB Skin Test (TST) (to include reading) ----------	$ 15.00
Copy of Record / Imm / IMMTRAC / TST Card --	$ 5.00
Flu Vaccine - Quadrivalent (Private) ----------	$ 20.00

Fees for Department purchased vaccines will be based on the purchase and administration charges.

PRENATAL (Non-Title V / Medicaid / CHIP):

Prenatal Intake (In-House Lab Only) ----------	$ -
Prenatal Physical Exam:	
Pap Smear ----------	$ 25.00
CT / GC ----------	$ 35.00
Prenatal Panel (ABO/Type/Rubella/HepB/RPR/CBC) -	$ 30.00
CBC ----------	$ 5.00
HIV ----------	$ 10.00
QUAD ----------	$ 35.00
Glucose Serum ----------	$ 5.00
3 Hr. GTT ----------	$ 20.00
Glucose 50 gm Venous(1hr CHO)----------	$ 5.00
Repeat / Follow Up Lab Fees (Apply same fees as above)	
Prenatal Return Visit ----------	$ -
Prenatal Supplies:	
Prenatal Vitamins ----------	$ -
Iron ----------	$ -

CHILD HEALTH (Non-Title V / Medicaid / CHIP):

Child Health Physical Exam (0 - 20 yrs) ----------	$ 30.00
Lead Screen ----------	$ 10.00
Total Hemoglobin ----------	$ 3.00
Total Cholesterol ----------	$ 3.00
Glucose Fasting ----------	$ 3.00
Note: Immunizations & PPD are part of the CH PE as per the periodicity schedule / recommendations.	
STD (OV/Intake (to include HIV & RPR) ----------	$ 10.00
STD PE (HIV, RPR & TX) ----------	$ 25.00
STD FU/Intake (RPR, HIV & Treatment ----------	$ 10.00

*** Note:** Fees for Family Planning, Prenatal & Child Health above are for clients that do not comply with program screening processes (Medicaid/CHIP/WHP). **In addition,** HCHHSD Prenatal, Family Planning (non-Medicaid/WHP) & Wellness Health and STD & Walk-in clients (one-time service) are set fees as above.

CHARGES WILL BE COLLECTED PER ESTABLISHED GUIDELINES IN THE SCREENING, BILLING & CO-PAY MANUAL.

AI-53577

Health & Human Services Dept.
11. B.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Interlocal Cooperation Agreement Between Lower Rio Grande Valley Development Council and Hidalgo County. The purpose of the Agreement is to provide a Radiological Workshop for personnel who respond and provide services in cases of emergencies involving a radiological event and other potential public calamities.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-066-6-320
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Budget appropriation was approved when award was accepted on 02/16/2016 through AI-53279. From interlocal: 4. County shall provide a firm fixed fee of One Thousand Nine Hundred and Ninety-Five Dollars and Zero Cents ($1,995.00) to the LRGVDC for the Regional Radiological Workshop costs.

Attachments

Interlocal
Legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/01/2016 01:34 PM
Manuel Chapa	Manuel Chapa	03/02/2016 09:49 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Mike Escaname Started On: 03/01/2016 10:58 AM
Final Approval Date: 03/04/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL WESLACO, TEXAS AND HIDALGO COUNTY, TEXAS

THIS Agreement is made on this the _7___ day of _March___, 2016, by and between the **LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (the "LRGVDC") WESLACO, TEXAS** and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as the "County" , pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a county in the State of Texas;

WHEREAS, Weslaco is a city in the County of Hidalgo, State of Texas

WHEREAS, the County and the LRGVDC desire to provide the joint event of a Regional Radiological Workshop for personnel, including emergency response managers, first-line supervisors and administrators who will function as incident commanders, emergency management coordinators, public utility workers, local stakeholders at all levels of government, public health, and any other entity including the volunteers from the general public who respond and provide services in cases of emergencies involving a Radiological event and other potential public calamities primarily in mitigation, preparedness, response and recovery;

WHEREAS, the County and LRGVDC desire to enter into the Agreement in an effort to provide the joint event of the Regional Radiological Workshop and make the most efficient use of their resources for necessary training, networking, and professional development as stated herein in the most practicable and efficient manner possible;

WHEREAS, the County will collaborate with the LRGVDC to provide the logistical needs to include a working-lunch, and facility cost in which to provide the joint effort of the Regional Radiological Workshop and host the specialized workshop described herein;

WHEREAS, the LRGVDC and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government 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;

NOW THEREFORE, the LRGVDC and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. LRGVDC and the County shall provide up to 130 participants for the joint event of the Regional Radiological Workshop at no cost to the participants.

2. LRGVDC and the County agree to provide logistical needs to include a suitable facility and a working-lunch for the Regional Radiological Workshop where it will be conducted

3. The Regional Radiological Workshop will be conducted April 14, 2016.

4. County shall provide a firm fixed fee of One Thousand Nine Hundred and Ninety-Five Dollars and Zero Cents ($1,995.00) to the LRGVDC for the Regional Radiological Workshop costs.

5. The costs described in paragraph 4 above include all costs to the County for the venue and management services.

6. **Insurance:** LRGVDC is self-insured.

7. **Termination**. Either party may terminate this agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all.

8. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of the 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 even the affected provision or provision of this Agreement shall by modified only to the extent necessary to bring them within the legal requirement and only during the time such conflicts exists.

9. **Waiver**: No waiver by any party hereto 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.

10. **Entire Agreement**: The Agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 the Lower Rio Grande Valley Development Council and the County, and not otherwise.

11. **Liabilities:** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither the Lower Rio Grande Valley Development Council nor Hidalgo County waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

12. **Indemnification**: Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

13. **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 commercial courier with delivery signature required, and addresses to the parties at the addresses set forth below or at such other addresses as nay been theretofore specified by written notice delivered in accordance herewith:

If to the LRGVDC:

Lower Rio Grande Valley Development Council
Kenneth N. Jones Jr.
Executive Director
301 West Railroad
Weslaco, TX 78596
(956) 682-3481

If to the County:

County of Hidalgo
Ramon Garcia, County Judge
100 East Cano
Edinburg, TX 78539
956-318-2600
956-318-2699

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given or all purposes at such time as it is personally delivered to the addressee or, if sent by way of commercial courier, at such time as it is delivered to the commercial courier.

14. **Additional Documents**: The parties hereto warrant 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 the Agreement.

15. **Assignment**: This Agreement shall not be assignable.

16. **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.

17. **Authority to Execute**: The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolution, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

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

19. **Severability**: Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of the Agreement, and such part of the Agreement will be deemed to have been stricken hereto from and the remainder of the Agreement will have the same force and effect as if such part or parts had never been included herein.

20. **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.

HIDALGO COUNTY, TEXAS

_____
Signature

Ramon Garcia
Name

Hidalgo County Judge
Title

_____
Date

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

_____
Signature

_____
Name

_____
Title

_____
Date

Mike Escaname

From: Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Tuesday, March 01, 2016 10:24 AM
To: Mike Escaname
Cc: eddie.olivarez@hchd.org; Victor Garza; eva.rubio@hchd.org; nancy.trevino@hchd.org
Subject: Re: FW: Request for Agreement for Radiological Workshop
Attachments: Interlocal Agreement COG Draft 1 021916.docx

Mike,

The interlocal is attached with our recommended revisions.

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

****

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AI-53564

Health & Human Services Dept.
11. C.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit a contract amendment request to the Department of State Health Services to amend contract #2016-004045-00 CPS / OT-Unique for the purpose of reallocating available funds.

BACKGROUND

10/27/15 - AI-51948 - Acceptance of CPS/OT-Unique grant contract.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-047-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Requested Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/01/2016 01:24 PM
Manuel Chapa	Manuel Chapa	03/01/2016 02:39 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Mike Escaname Started On: 02/27/2016 01:04 PM
Final Approval Date: 03/04/2016

HIDALGO COUNTY
CPS / OT-UNIQUE
2016-004045-00

Budget Categories	DSHS Approved Funds	Cash Match	Category Total		Grant Funds Change Requested	Cash Match Requested Budget		DSHS Revised Requested Budget	Cash Match Requested Budget	Revised Category Total
Personnel	-	-	-		-			-		-
Fringe Benefits	-	-	-		-			-		-
Travel	-	-	-		-			-		-
Equipment	74,594.00	7,459.00	82,053.00		5,160.00	516.00		79,754.00	7,975.00	87,729.00
Supplies	6,358.00	636.00	6,994.00		(5,160.00)	(516.00)		1,198.00	120.00	1,318.00
Contractual	-	-	-					-	-	-
Other	66,392.00	6,639.00	73,031.00		-	-		66,392.00	6,639.00	73,031.00
Total Direct Co	**147,344.00**	**14,734.00**	**162,078.00**		**-**	**-**		**147,344.00**	**14,734.00**	**162,078.00**
Indirect Costs	-	-								-
Totals	**147,344.00**	**14,734.00**	**162,078.00**		**-**			**147,344.00**	**14,734.00**	**162,078.00**

Prepared by:
HCHHSD
02/26/2016

AI-53561

Health & Human Services Dept.
11. D.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit a contract amendment request to the Department of State Health Services to amend contract #2016-000022-00 Immunization Branch Locals for the purpose of reallocating available funds.

BACKGROUND

07/21/2015 - AI-50441 - Immunization Branch Locals grant contract acceptance.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-012-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No budgetary impact.

Attachments

Requested Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/01/2016 01:20 PM
Manuel Chapa	Manuel Chapa	03/02/2016 04:45 PM
Manuel Chapa	Manuel Chapa	03/02/2016 04:45 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Mike Escaname Started On: 02/26/2016 03:06 PM
Final Approval Date: 03/04/2016

HIDALGO COUNTY
IMMUNIZATIONS BRANCH / LOCALS
2016-000022-00

Budget Categories	DSHS Approved Funds	Cash Match	In-Kind Match Contributions	Category Total	Change Requested	DSHS Revised Requested Budget
Personnel	474,096.00	-	-	474,096.00	(17,326.00)	456,770.00
Fringe Benefits	175,178.00	-	-	175,178.00	(3,615.00)	171,563.00
Travel	-	-	-	-	2,700.00	2,700.00
Equipment	-	-	-	-	10,210.00	10,210.00
Supplies	46.00	-	-	46.00	6,354.00	6,400.00
Contractual	-	-	-	-		-
Other	-	-	-	-	1,677.00	1,677.00
Total Direct Costs	**649,320.00**	**-**	**-**	**649,320.00**	**-**	**649,320.00**
Indirect Costs	-	-	-			
Totals	**649,320.00**	**-**	**-**	**649,320.00**	**-**	**649,320.00**

Prepared by:
HCHHSD
02/26/2016

AI-53540

Health & Human Services Dept.
11. E.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Resolution in support of the State Homeland Security Program grant application as approved by Commissioner's Court on 01/19/2016 through AI-52924.

BACKGROUND

01/19/2016 - AI-52924 - Approval to submit SHSP grant application.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-00-340-0XX-X-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/25/2016 02:17 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Mike Escaname Started On: 02/25/2016 09:28 AM

Final Approval Date: 03/04/2016

HIDALGO COUNTY REGIONALLY READY AND RESPONSIVE (PUBLIC HEALTH) RESOLUTION

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County that the Hidalgo County Regionally Ready and Responsive (Public Health) be operated for the 2016 – 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Office of the Governor funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, Hidalgo County Commissioner's Court designates Ramon Garcia, Hidalgo County Judge, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Regionally Ready and Responsive (Public Health) to the Office of the Governor, Criminal Justice Division.

Signed by:

_____
Hidalgo County Judge

Passed and Approved this 7th of March, 2016.

Grant Number: 3114901

AI-53512

Health & Human Services Dept.
11. F.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding between Remote Area Medical Foundation and The County of Hidalgo. Remote Area Medical Foundation in conjuction with Operation Lone Star will provide free expanded medical services to the residents of Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: N/A
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
No budgetary impact.

Attachments

MOU
legal approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 09:29 AM
Manuel Chapa	Manuel Chapa	02/26/2016 04:17 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Mike Escaname Started On: 02/22/2016 02:00 PM
Final Approval Date: 03/04/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO AND THE REMOTE AREA MEDICAL FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the **REMOTE AREA MEDICAL FOUNDATION,** hereinafter referred to as "RAM," and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as "COUNTY", in conjunction with Operation Lone Star to be held at the La Joya Independent School District, and the Pharr San Juan Alamo Independent School District, hereinafter referred to as the "Juarez Lincoln High School and PSJA High School" site locations.

WITNNESSETH:

WHEREAS, the COUNTY and RAM, in conjunction with Operation Lone Star desire to provide free expanded medical services to the County of Hidalgo, Texas for the health, safety and wellbeing of County residents.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between COUNTY and RAM to this MOU, as follows:

1. RAM shall provide free expanded medical services to the residents of COUNTY at no cost to either the residents or COUNTY from July 25, 2016 through July 29, 2016.

2. COUNTY shall partially assist with providing a suitable facility for providing services mentioned above, onsite lodging accommodations, and subsistence in conjunction with the La Joya Independent School District at Juarez Lincoln High School and Pharr San Juan Alamo Independent School District at PSJA High School; both sites will serve Operation Lone Star.

3. This MOU is not intended to extend the liability of the Parties beyond that provided by law. Neither RAM nor COUNTY waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from third parties.

4. RAM should have in place sufficient insurance to cover the general activities in which RAM shall be taking part pursuant to this MOU. RAM agrees to provide evidence of such insurance to COUNTY upon request.

5. It is expressly agreed that this MOU 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 RAM, and that RAM is an independent contractor under this Agreement.

6. COUNTY and RAM hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, and obligations and undertakings of each of the parties to this MOU shall be performable in Hidalgo County, Texas.

WITNESS THE HANDS OF THE PARTIES effective as of the _____day of _____, 2016;

REMOTE AREA MEDICAL FOUNDATION

By: _____

Printed Name:_____

Title:_____

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

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

By: _____
Victor M. Garza,
Assistant District Attorney

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Monday, January 25, 2016 2:07 PM
To: 'Nancy Trevino'
Cc: 'Eduardo Olivarez'
Subject: RE: MOU for the Operatrion Lone Star 2016

Ms. Trevino,

Please see revised 2016 County-Ram MOU(highlighted text are additions to previous mou). Please let me know if you have any additional questions or concerns.

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

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From: Nancy Trevino [mailto:nancy.trevino@hchd.org]
Sent: Wednesday, January 20, 2016 2:55 PM
To: Victor Garza
Subject: FW: MOU for the Operatrion Lone Star 2016

Good afternoon Victor,
Please see the attached MOU for Remote Area Medical (RAM) 2016. This is for their support during Operation Lone Star (OLS).
The second attachment MOU RAM 2016 already has the new dates for this year and no other changes were made as compared to last years MOU.
I appreciate your time in reviewing this document.
Thank you,
Nancy

Nancy Pearl Trevino, MS, CPS, ICPS
Public Health Emergency Preparedness
Asst. Coordinator

Adult Probation 12. A.

AI-53562

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Maria Castilleja, ADULT PROBATION
Submitted By: Maria Castilleja, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION

Application for the Adult Probation 2017 Grant Cycle of the Criminal Justice Division (CJD) of the Governor's Office
1. Substance Abuse Treatment Facility – RSAT Grant #2928002
a. Ratify application for the Substance Abuse Treatment Facility – RSAT Grant #2928002
b. Approval of resolution appointing Arnold K. Patrick the Authorized Official for the Substance Abuse Treatment Facility – RSAT Grant #2928002

BACKGROUND

Application for the Adult Probation for the 2017 Grant Cycle of the Criminal Justice Division (CJD) of the Governor's Office
1. Substance Abuse Treatment Facility – RSAT Grant #2928002
a. Ratify application for the Substance Abuse Treatment Facility – RSAT Grant #2928002
b. Approval of resolution appointing Arnold K. Patrick the Authorized Official for the Substance Abuse Treatment Facility – RSAT Grant #2928002

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Application for the Adult Probation Grant cycle...

Attachments

2017 RSAT Grant Resolution
RSAT Funding Announcement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/01/2016 01:23 PM
Manuel Chapa	Manuel Chapa	03/02/2016 04:49 PM

Final Approval	Monica Badillo	03/04/2016 08:32 AM
Form Started By: Maria Castilleja		Started On: 02/26/2016 03:19 PM
Final Approval Date: 03/04/2016		

Hidalgo County Substance Abuse Treatment Facility - RSAT

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Substance Abuse Treatment Facility be operated for the 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Substance Abuse Treatment Facility to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Grant Number: _2928002_



Office of the Governor

Criminal Justice Division

Funding Announcement:

Residential Substance Abuse Treatment Program

December 30, 2015

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Purpose

The purpose of this announcement is to provide residential substance abuse treatment within state and local correctional facilities and jails during the federal fiscal year 2017 grant cycle.

Funds Available

It is anticipated that up to $900k may be funded under this announcement.

Budget

The minimum award under this program is $10,000. There is no maximum award under this program.

Match

Grantees must provide matching funds equal to 25% of the CJD award amount. The match requirement can be met through cash or in-kind contributions.

Project Periods

A project funded may not exceed a 12-month period.

Organizational Eligibility

Applications may be submitted by state agencies operating secure correctional facilities, counties operating secure correctional and community supervision and corrections departments operating secure correctional facilities.

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Table of Contents

Opportunity Snapshot 1

Step 1: Review the Process 3
- Timeline 3
- Submission Method 3

Step 2: Consider the Requirements 4
- Organizational Eligibility 4
- Funding and Project Period Limits 4
- Match Requirement 4
- Eligible Expenses 4
- Ineligible Costs and Activities 4
- Reporting Requirements 5
- Program-Specific Requirements 5
- Standard CJD Requirements 7

Step 3: Apply via eGrants 7
- Basics 7
- Project-Specific Questions 8
- Project Narrative 8

Step 4: Funding Decisions and Grant Acceptance 9
- Selection Criteria 9
- Announcements 9

About CJD 10

Residential Substance Abuse Treatment Program

The goal of the Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. CJD is accepting applications to provide residential substance abuse treatment within state and local correctional facilities and jails that provide substance abuse treatment for offenders.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- Step One - Review the Process: Get familiar with the funding announcement and the process used for this particular program.
- Step Two - Consider the Requirements: Consider the eligibility requirements as well as what will be required of successful applicants.
- Step Three - Apply in eGrants. Compile and submit your grant application. To understand how to apply online or to register for the system go to https://eGrants.gov.texas.gov.
- Step Four – Funding Decisions and Grant Acceptance. Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	December 21, 2015
Online System Opening Date	December 30, 2015
Final Date to Submit an Application	February 26, 2016 at 5PM CST
Earliest Start Date	September 1, 2016
Latest Start Date	November 1, 2016

Submission Method

Applicants must submit applications through via eGrants https://eGrants.gov.texas.gov by the deadline listed above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by state agencies operating secure correctional facilities, counties operating secure correctional facilities, and community supervision and corrections departments operating secure correctional facilities.

Funding and Project Period Limits

Funding Limits. The minimum award under this program is $10,000 and there is no maximum award.

Project Period. A project funded may not exceed a one-year grant period.

Available Funding. It is anticipated that up to $900k may be funded under this announcement.

Source of Funding. Federal funding for these projects is authorized under the Violent Crime Control and Law Enforcement Act of 1994 (Pub. L. No.103-322, §1901). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Match Requirement

Grantees must provide matching funds equal to 25% of the total project cost. The match requirement can be met through cash or in-kind contributions.

Eligible Expenses

Grant funds are restricted to substance abuse treatment services.

Ineligible Costs and Activities

Applicant is responsible for all costs related to housing, meals, snacks, clothing, transportation, dental care, and medical treatment for offenders of the program. CJD funds cannot be used for these purposes.

Grant funds may not be used to support the following services, activities, and costs:

1. Supplanting or use of grant funds to replace any other existing federal, state or local funds;
2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
3. Lobbying;
4. Fundraising;
5. Membership dues for individuals;
6. Promotional gifts;
7. Construction, renovation, or remodeling;
8. Medical Services;

9. Any other prohibition imposed by federal, state or local law or regulation;
10. Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by CJD;
11. Housing, meals, snacks, clothing, transportation, dental care, and routine medical treatment for offenders in the program. *Though required, these services are not reimbursable with RSAT grant funds;*
12. any portion of the salary of, or any other compensation for an elected or appointed government official;
13. non-law enforcement vehicles or equipment for government agencies that are for general agency use;
14. law enforcement equipment that is standard department issue including uniforms, safety vest, shields, weapons, tracked armored vehicles, grenade launchers, bayonets, camouflage uniforms and ammunition;
15. transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training;
16. processing DNA evidence; and
17. research or statistical projects or activities

Reporting Requirements

Financial and Progress Reports. At the end of each quarter of state fiscal year during the one-year grant period, grantees will be required to submit a financial status report via eGrants and a progress report via <https://cjd.tamu.edu/> in the format required by CJD.

Program-Specific Requirements

Eligible Activities. The following types of activities are allowed under this program:

- Provision of residential substance abuse treatment for offenders within correctional and detention environments.

Program Requirements. All programs funded under this funding announcement must comply with the following requirements.

- Projects must focus on the substance abuse problems of the inmate using cognitive, behavioral, social, vocational, and other skills to resolve the substance abuse and related problems.
- Projects must focus on the inmate's substance use diagnosis and addiction related needs.
- Projects must include urinalysis and/or other proven reliable forms of drug and alcohol testing, including periodic and random testing, for program participants and former participants while they remain in the custody of the state or local government.

- Projects must focus on the substance abuse problems of the offender using cognitive, behavioral, social, vocational, and other skills to resolve the substance abuse related problems.
- Individualized treatment plans must be developed for each offender when the offender enters the program.
- Programs must be science based and proven effective.
- Juvenile projects must comply with the Juvenile Justice and Delinquency Prevention Act of 2002 (Public Law 107-273, 42 U.S.C. 5601 et seq., as amended).
- Projects must work with social service and rehabilitation programs to place offenders in appropriate aftercare programs upon completion of the treatment program. Aftercare services include the coordination of services between the correctional treatment program and other human service and rehabilitation programs such as education and job training, parole supervision, halfway houses, and self-help and peer groups that support the continued rehabilitation of the offender.
- Individuals who participate in the funded substance abuse treatment program must receive aftercare services. Aftercare services must involve coordination between the correctional treatment program and other social service and rehabilitation programs, such as education and job training, parole supervision, halfway houses, self-help, and peer group programs. To qualify as an aftercare program, the head of the substance abuse treatment program must work in conjunction with state and local authorities and organizations involved in substance abuse treatment to assist in the placement of program participants into community substance abuse treatment facilities on release.
- Programs should be designed to give priority to offenders who have six to twelve months remaining in their term of confinement so that they may be released from jail or prison instead of returning to the general jail or prison population after completing the treatment program.
- Programs operated in local, secure correctional or detention facilities must last a minimum of three months and a maximum of twelve months and must provide treatment in a completely separate facility or a dedicated housing unit within a facility for the exclusive use by participating offenders.
- Programs offered in jails must last at least three months and make every effort to separate the participants from the general correctional population.

Program income. Applicant must agree to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant must also agree to report program income to CJD through a formal grant adjustment, to secure CJD approval prior to use of the program income, to use program income only for allowable costs, and to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds. For the purposes of this program, the deduction

method applies unless prior approval is given by CJD for a different method. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2010 through 2014.

Immigration and Customs Enforcement Requests. If the applicant organization is a sheriff's department or the project is providing direct resources to or is being implemented by a sheriff's department, the following certification applies. "I certify that the applicant sheriff's department (department) participates fully, and will continue throughout the grant period to participate fully, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I further certify that the department has no policy, procedure, or agreement that limits or restricts the department's full participation in all aspects of the programs and procedures utilized by DHS to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I agree that failure to comply with this certification will result in CJD terminating the grant and the department shall return all funds received to CJD. Additionally, I agree that the department will remain ineligible for future CJD funding until it can provide satisfactory evidence that the jurisdiction has been in compliance with this requirement for a period of at least one year."

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
- Applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period.

- Applicants must have or register for an account in eGrants at eGrants@gov.texas.gov.

Project-Specific Questions

The eGrants system will provide additional information about the requirements of applying and contents of the application. Answer these questions in Section 1, Project-Specific Questions under the narrative tab. Following are some key aspects:

Drug Testing. Applicants must provide a drug testing policy for their facility indicating the method used for testing, the frequency of testing, and whether or not employees are subject to drug testing.

Sustainment. Applicants must be able to provide the number of years that are planned to request for continuation funding, a longer term sustainment plan or why a plan is not possible.

Project Narrative

Within eGrants, applicants will complete several narrative fields. Below is each area along with specific instructions on the minimum requirements.

Project Abstract. Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

Problem Statement. Provide a description of the nature and scope of the problem that this project will address. This must be a statement of the core, underlying problem. A lack of resources is not, in and of itself, a problem.

Supporting Data. Provide supporting data, including baseline statistics and the sources of your data, to provide evidence that the problem exists, its size and scope, and its effects on the target population. Do not use statewide data for a local problem or national data for a statewide problem.

Project Approach & Activities. Provide the core information needed to understand the methodologies, approaches, and activities to be employed by the project. A reader should also be able to understand how the approach ties to solving the stated problem.

Capacity & Capabilities. Describe the applicant organization's background as well as organizational and staff capabilities and qualifications to carry out this specific project using the methods provided above.

Performance Management. Provide an understanding of how the applicant organization will measure success for this project. What are the project's goals and objectives and what are the project's performance measures, both output and outcome? How do these goals, objectives, and measures tie to the problem that the project seeks to solve? What is the current baseline information for these measures as well as the goals for the project period?

- Goals are broad statements that indicate the general intentions of the project to achieve some outcome. They do need to be measurable in and of themselves and may be abstract in nature.
- Objectives are clear, tangible, and specific statements of what the project is trying to achieve. Objectives should be expressed in the following form: To [reduce/increase/enhance/etc.] [something], by [x amount], by [dd/mm/yy date]. A project can have multiple objectives.
- Measures use data to provide verifiable, numeric information that tie to one or more objectives and indicate progress toward its achievement. Measures might include volume, time savings, cost savings, resource savings, success rates, conformance rates, timeliness, perception shifts, or other factors. (The most relevant and impactful project-specific measures must be included under the Measures tab in eGrants.)

Data Management. Provide an understanding of how the applicant organization plans to track and maintain the data needed to determine whether the project is meeting the goals, objectives, and measures stated above.

Target Group. Describe the population that this project plans to help or support. For direct service projects, describe the size and basic demographics for the people served. For other projects, describe the specific geographic and demographic populations to be impacted, affected, or helped by this project. Be specific and use supporting data.

Evidence-Based Practices. Describe the research or evidence that led the applicant organization to select the methods described above. Wherever possible, provide at least one citation or link to a supportive evaluation or research study. If the project approach and activities described above are not based on existing evidence, describe why the applicant organization believes the method to be promising.

Step 4: Funding Decisions and Grant Acceptance

Selection Criteria

Final Review. CJD will review all applications for quality, capability, and past performance and may consider other factors in determining which programs to fund such as geographic distribution, fairness among different sizes of population areas, need based on crime rate or other similar factors, including economic factors. If the interest in grant funds exceeds available funding, CJD may not fund all applications or may only award part of the amount requested. Preference may be given to applicants who can demonstrate that their approach is based on evidence that shows it to be promising or effective.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice or a preliminary decision notification or final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the

federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over $250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

AI-53651

Emergency Management 13.
A.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted By: Sandra Deleon, COUNTY JUDGE
Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action to amend the Project Officer Designation for Hazard Mitigation Grant form, with authority for County Judge to sign the required documentation.

BACKGROUND

This amendment replaces the Secondary Project Officer to Rolando Casas from Rolando Benavidez (former Deputy Emergency Management Coordinator). Reference previous agenda item #31196, approved on 3/6/12.

Fiscal Impact

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 01:48 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Deleon Started On: 03/03/2016 11:34 AM
Final Approval Date: 03/04/2016

PROJECT OFFICER DESIGNATION
For
HAZARD MITIGATION GRANT

3/7/2016

Date

Subgrantee: Hidalgo County

Local Government or eligible Agency/Organization

Hazard Mitigation Grant Program (HMGP) Project Number: DR-4029-TX-HMGP

Pre-Disaster Mitigation Program (PDM) Project Number: _____

I designate my Project Officer for this grant as follows:

Primary Project Officer	Secondary Project Officer
Name Mario A Betancourt	Name Rolando Casas
Organization Hidalgo County Emergency Management	Organization Hidalgo County Emergency Management
Official Position Deputy EMC	Official Position Deputy EMC
Mailing Address 100 E. Cano 2nd Floor	Mailing Address 100 E. Cano 2nd Floor
City, State, Zip Edinburg Tx, 78539	City, State, Zip Edinburg Tx, 78539
Daytime Phone 956-318-2615	Daytime Phone 956-318-2615
Fax Number 956-289-7889	Fax Number 956-289-7889
Email (Enter in the space below.)	Email (Enter in the space below)
mario betancourt@co.hidalgo.tx.us	rolando.casas@co.hidalgo.tx.us
The above Primary and Secondary Project Officers are hereby authorized to execute and file application for this mitigation project on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Designated Project Officers are authorized by the below Certifying Official to represent and act for this organization in all dealings with the State of Texas for all matters pertaining to this grant, and will serve as the single point of contact with the designated State Project Officer.	

_____ _____

Signature of Mayor, Judge, or Executive Director Date

Honorable Ramon Garcia

Printed Name of above Authorized Official

AI-53606

Emergency Management 13. B.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Approval of the appointment of the Hidalgo County Local Emergency Planning Committee Board.
2. Authorization for County Judge Ramon Garcia to sign the Local Emergency Planning Committee membership update form for the State Emergency Response Commission c/o TDEM Operation section.

BACKGROUND

James D. Schultz, Chair - McAllen Fire Department Sherri Abendroth, Vice Chair - DHR Jericka Gaskamp, Secretary/Treasurer - DHR Student/Intern Nancy Cuellar, Public Information Officer - City of McAllen Rolando Casas, Coordinator LEPC - Hidalgo County OEM

Fiscal Impact

Attachments

membership form

minutes

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 01:55 PM
Glinda Pacheco	Glinda Pacheco	03/02/2016 03:19 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Deleon Started On: 03/02/2016 10:42 AM

Final Approval Date: 03/04/2016

Local Emergency Planning Committee
Membership Update Form

State Emergency Response Commission
c/o TDEM Operations Section
Post Office Box 4087
Austin, TX 78773
(512) 424-2208
E-Mail: soc@dps.texas.gov

BOX A	
Box A must be filled in and signed by the County Judge or an appointed EMC before returning form(s) to the SERC)	
Legal Name of LEPC: Hidalgo County LEPC	
County/Counties: Hidalgo	Is this your entire LEPC membership listing? ☐ Yes ■ No
County Judge's First Name: Ramon	Last Name: Garcia
County Judge's Approval *(signature required)*:	Date:

LEPC Membership Categories

(In accordance with Public Law 99-499, Section 301(c))

Note: Information may be released to the public under the Texas Open Records Act. Use your work address and phone number.

Community Group	CG	Health	HE	Information Coordinator	IC
Emergency Management	EM	Hospital	HO	Print/Broadcast Media	PBM
Emergency Medical Service	EMS	Law Enforcement	LE	State/Local Official	SLO
Facility Owners/Operators	FO	Local Environmental Group	LEG	Transportation Personnel	TP
Firefighters	FF	Health	HE	Other	OTH

Box 1: Chairperson Update Information			
Salutation: Chief	First Name: James	Last Name: Schultz	
Job Title: Asst. Fire Chief		Contact Phone: 956-681-2510	
Contact Email: jschultz@mcallen.net		Fax Number:	
Organization/Agency: McAllen Fire Department		LEPC Membership Category: **CP**	
Address: 201 N. 21st Street			
City: McAllen	State: **TX**	Zip Code: 78501	

Box 2: Vice Chairperson Update Information			
Salutation:	First Name: Sherri	Last Name: Abendroth	
Job Title: Safety & Emergency Management Coordinatc		Contact Phone: 956-362-3126	
Contact Email: s.abendroth@dhr-rgv.com		Fax Number:	
Organization/Agency: Doctors Hospital at Renaissance Health System		LEPC Membership Category: **CV**	
Address: 1008 E. Dove #303			
City: McAllen	State: **TX**	Zip Code: 78539	

Please provide a point-of-contact in the event there are questions about the information contained on these forms. Thank you.

Contact Name: Rolando Casas	Email: rolando.casas@co.hidalgo.tx.us	Phone: 956-457-1080

LEPC Member Updates

Reproduce this page if necessary.
Box A and Box 1 on first page must be completed when submitting member updates.

Salutation:	First Name: Jericka	Last Name: Gaskamp	
Job Title: Emergency Management Intern		Contact Phone: 956-362-2126	
Contact Email: jericka.gaskamp@outlook.com		Is this person a new member? ☐ Yes ☐ No	
Organization/Agency: Doctors Hospital at Renaissance Health System		LEPC Membership Category: CG	
Did this person replace a previous member? ☐ Yes ■ No	Previous member's name:		
Salutation:	First Name: Nancy	Last Name: Cuellar	
Job Title: Emergency Management Analyst		Contact Phone: 956-681-1236	
Contact Email: ncuellar@mcallen.net		Is this person a new member? ■ Yes ☐ No	
Organization/Agency: City of McAllen		LEPC Membership Category: IC	
Did this person replace a previous member? ☐ Yes ☐ No	Previous member's name:		
Salutation:	First Name: Rolando	Last Name: Casas	
Job Title: Deputy Emergency Management Coordinator		Contact Phone: 956-318-2615	
Contact Email: rolando.casas@co.hidalgo.tx.us		Is this person a new member? ■ Yes ☐ No	
Organization/Agency: Hidalgo County OEM		LEPC Membership Category: EM	
Did this person replace a previous member? ☐ Yes ☐ No	Previous member's name:		
Salutation:	First Name:	Last Name:	
Job Title:		Contact Phone:	
Contact Email:		Is this person a new member? ☐ Yes ☐ No	
Organization/Agency:		LEPC Membership Category:	
Did this person replace a previous member? ☐ Yes ☐ No	Previous member's name:		
Salutation:	First Name:	Last Name:	
Job Title:		Contact Phone:	
Contact Email:		Is this person a new member? ☐ Yes ☐ No	
Organization/Agency:		LEPC Membership Category:	
Did this person replace a previous member? ☐ Yes ☐ No	Previous member's name:		
Salutation:	First Name:	Last Name:	
Job Title:		Contact Phone:	
Contact Email:		Is this person a new member? ☐ Yes ☐ No	
Organization/Agency:		LEPC Membership Category:	
Did this person replace a previous member? ☐ Yes ☐ No	Previous member's name:		

Hidalgo County Local Emergency Planning Committee
Minutes of Organizational Meeting Agenda
February 11th, 2016 at 201 N. 21st, McAllen, Texas. 10:00am-12:00pm.

1. **Call the meeting to order.**
    a. Meeting was called to order by Jim Schultz at 10:07 am. Everyone in attendance introduced themselves and which entity they were representing.
    b. Jim Schultz took a moment and addressed agenda item 8A out of order, to explain the actual status of the Hidalgo County LEPC. He read a 2013 report supplied by Hidalgo County Emergency Manager Rick Saldana explaining the status of the LEPC with respect to the Bank Account, the Texas Comptroller's Office, and the Texas Secretary of State.

2. **Filling out membership applications of those present.**
    a. Blank membership forms were distributed to all in attendance at the meeting. Individuals present at the meeting
        i. Jericka Gaskamp with Doctors Hospital at Renaissance Health Systems
        ii. Sherri Abendroth with Doctors Hospital at Renaissance Health Systems
        iii. George Castillo with McAllen Fire Department
        iv. Rolando Casas with Hidalgo County Emergency Management
        v. Nancy Cuellar with City of McAllen
        vi. Amancio Garza as a resident of Hidalgo County
        vii. Perry Gonzalez with C.R.R.C.
        viii. Martin Chavez with U.S. Border Patrol
        ix. Evan Adamson with U.S. Border Patrol
        x. Jim Schultz with McAllen Fire Department.
    b. There was some discussion and concern regarding the requirement of having the home address listed on the application for membership. Rolando Casas stated that the home address was not required, but a work address would be.
    c. Rolando Casas stated the he would present application for executive committee members to the Hidalgo County Commissioners Court for approval by the County Judge.

3. **Vote on establishing bylaws – Article V, Section 3.**
    a. Draft copies of generic bylaws were passed out. Jim Schultz explained that the LEPC handbook from the State had a generic set of bylaws. He created the draft by simply inserting Hidalgo County into the blanks. There was some general discussion regarding the ability to tailor the bylaws in the future if the need arose.
    b. A motion was made by Rolando Casas and seconded by Sherri Abendroth to adopt the bylaws as presented. The vote was unanimous in favor and the motion passed.

4. **Election of Officers;**

    Chairperson – Rolando Casas nominated Jim Schultz to be Chairperson, Nancy Cuellar seconded the nomination. There were no other nominations. The vote was unanimous in favor and Jim Schultz was elected Chairman.

    Vice-Chairperson – Rolando Casas nominated Sherri Abendroth to be Vice-Chairperson and Martin Chavez seconded the nomination. There were no other nominations. The vote was unanimous in favor and Sherri Abendroth was elected Vice-Chairperson.

Secretary / Treasurer – Sherri Abendroth nominated Jericka Gaskamp to be Secretary / Treasurer and Rolando Casas seconded the nomination. There were no other nominations. The vote was unanimous in favor and Jericka Gaskamp was elected Secretary / Treasurer.

5. **Appoint an Information Coordinator as per Article III, Section 7.**
    a. After reading the description of the position of Information Coordinator, Rolando Casas was asked if he would be willing to serve in that office / capacity. However, he stated that with his position at Hidalgo County Emergency Management office, he would only be able to act as a liaison to the LEPC and as a general member. Nancy Cuellar was then asked if she would be willing to serve in that capacity and she stated that she would. She also stated that she would coordinate with Rolando Casas for any informational needs either to or from Hidalgo County, as they relate to LEPC information requests, etc.
    b. A motion was made by Jim Schultz and seconded by Sherri Abendroth to appoint Nancy Cuellar as the Information Coordinator for the Hidalgo County LEPC. The vote was unanimous in favor and Nancy Cuellar was appointed as the Information Coordinator.
    c. Rolando Casas offered to update the LEPC website when necessary.

6. **Public Comment –**
    a. None

7. **New Business –**
    a. There was a discussion regarding the meeting times, dates and locations for future meetings. As per the bylaws, it was agreed that the LEPC should meet monthly. After discussion regarding possible specific days and times, a motion was made by Sherri Abendroth and seconded by Rolando Casas, "to have scheduled monthly meetings on the 3rd Thursday of every month at 9:00am at the McAllen Fire Department Administration building, located at 201 N. 21st, McAllen, Texas." The vote was unanimous and the motion passed.

8. **Old Business –**
    a. Written report from County on last known status of Hidalgo County LEPC.
    b. Jim Schultz announced that the 2016 South Texas All Hazards Hurricane Conference will be held at the McAllen Convention center on March 23rd and 24th. To register, please go to the Hidalgo County website.

9. **Future Agenda Items –**
    a. Pending County Judge approval.

10. **Adjournment –**
    a. A motion was made by Jim Schultz and seconded by Rolando Casas to adjourn.
    b. The meeting was adjourned at 11:37am.

Next meeting will be March 17, 2016 @ 9:00am at the McAllen Fire Department Administration building.

Hidalgo County Local Emergency Planning Committee

Application

NOTE: INFORMATION IS CONFIDENTIAL UNTIL APPOINTMENT

1. PERSONAL DATA

Name: Schultz (Last) James (First) D. (M.I.)

Home Phone: _____ Cell Phone: 956-451-3606

Residential/mailing address: 9801 Las Palmas Drive McAllen, Texas 78504

Email address: jschultz@mcallen.net

Business address: 201 N. 21st McAllen, Texas 78501 Phone #: 956-681-2510

Occupation: Assistant Fire Chief for McAllen Fire Department

Are you or will you be at least 18 years of age at the time of appointment?

Yes [X] No [ ]

Are you able and willing to attend:

Local Emergency Planning Committee Meetings on the third Wednesday of the month at 2:00 p.m quarterly; beginning January 2015?

Yes [X] No [ ]

Occasional study session and subcommittee meetings?

Yes [X] No [ ]

2. EDUCATION:

Diploma, Degree or Certificate | Institution | Course of Study

I am one class away from completing my Associates in Fire Science from South Texas College. I expect to graduate this May. I hold the Certified Fire Executive certification from Texas Fire Chiefs Association Fire Chief's Academy. I also hold the Fire Service Chief Executive Officer Certification from the Mays Business School at Texas A&M University.

3. WORK EXPERIENCE RELATED TO THIS POSITION:

I have been in the Fire Service for 25 years, serving 4 years in the Edinburg Volunteer Fire Department from 1991-1995. I have been with the McAllen Fire Department since 1993 and currently hold the rank of Assistant Fire Chief. I am a TCFP certified Hazmat Technician and I hold Master's Certification in Fire Suppression, Fire Inspection, Fire Investigator, Level 4 Fire Instructor.

4. PRIOR PUBLIC SERVICE, CIVIC OR VOLUNTEER ACTIVITIES:

Organization	Position	Year(s)
South Texas Curriculum Advisory Committee Member for Fire Science Degree		5
McAllen Ambulance Advisory Committee member		3
McAllen Firefighters Pension Board	Secretary	3
Emergency Training Alliance RGV Fire Academy	Board Member	4

I am interested in serving on the following Committees

☒ **Executive Committee.** The Executive Committee will consist of the Chairperson, Vice-Chairperson, Secretary-Treasurer and Chairpersons of the four Standing Committees

Standing Committees.

☒ **A. Right-to-Know Committee.** This Committee shall be responsible for the formulation of all policies and procedures concerning the public's right-to-know program; the formulation of all chemical release reporting procedures; the establishment of trade secret protection procedures; and the formulation of all record keeping and information dissemination procedures for the LEPC.

☒ **B. Public Education and Information Committee.** This Committee shall be responsible for reviewing the public alert and notification program; public relations with affected communities and public at large; all publicity of the LEPC; development of public education and information program.

☒ **C. Hazardous Materials Facilities Liaison Committee.** This Committee shall be responsible for procedures for identification and communication with affected facilities. This Committee shall work with the Emergency Response and Resources Committee and with affected facilities to review and help the local emergency management office(s) test a hazardous substance emergency response plan for the planning district as required by law.

☒ **D. Emergency Response and Resources Committee.** This Committee will work with the Hazardous Facilities Liaison Committee and with existing emergency response organizations in jurisdictions within the planning district to review and help the local emergency management office(s) test a hazardous substance emergency response plan for the planning district as required by law. This Committee shall review existing federal, state and local plans for the purpose of coordination with the LEPC planning process.

SIGNATURE: _____ DATE: 2-11-2016

Hidalgo County Local Emergency Planning Committee

Application

NOTE: INFORMATION IS CONFIDENTIAL UNTIL APPOINTMENT

1. PERSONAL DATA

Name: Abendroth (Last) Sherri (First) S (M.I.)

Home Phone: (956) 800-1849 Cell Phone: (956) 225-3397

Residential/mailing address: 1008 E. Dove #303, McAllen, TX 78504

Email address: s.abendroth@dhr-rgv.com

Business address: 5501 S. McColl Rd, Edinburg, TX 78539 Phone #: (956) 362-3126

Occupation: Safety & Emergency Management Coordinator

Are you or will you be at least 18 years of age at the time of appointment?

Yes ☒ No ☐

Are you able and willing to attend:

Local Emergency Planning Committee Meetings on the third Wednesday of the month at 2:00 p.m quarterly; beginning January 2015?

Yes ☒ No ☐

Occasional study session and subcommittee meetings?

Yes ☒ No ☐

2. EDUCATION:

Diploma, Degree or Certificate	Institution	Course of Study
~~Certified Healthcare Emergency Professional~~	~~IBFCSM~~	~~Healthcare emergency mgmt~~
IS 100, 200, 300, 400, 700, 800	FEMA/EMI	NIMS/ICS
~~Professional Development Series~~	~~FEMA/EMI~~	~~Emergency management~~

~~More than 600 hours training in various public safety courses - will submit upon request~~

3. WORK EXPERIENCE RELATED TO THIS POSITION:

~~1999-2012 Supervisor/Training Coordinator City of Brenham Emergency Communications~~
2008-2012 Emergency Management Specialist, Austin Independent School District
~~2013-Present Safety & Emergency Management Coordinator, Doctors Hospital at Renaissance~~
Health System

4. PRIOR PUBLIC SERVICE, CIVIC OR VOLUNTEER ACTIVITIES:

Organization	Position	Year(s)
Brazos Valley COG/DOJ	ADA Instructor	12
National Multiple Sclerosis Society	Advocate	7
TERT	Communications Response	12

I am interested in serving on the following Committees

☒ **Executive Committee.** The Executive Committee will consist of the Chairperson, Vice-Chairperson, Secretary-Treasurer and Chairpersons of the four Standing Committees

Standing Committees.

☒ **A. Right-to-Know Committee**. This Committee shall be responsible for the formulation of all policies and procedures concerning the public's right-to-know program; the formulation of all chemical release reporting procedures; the establishment of trade secret protection procedures; and the formulation of all record keeping and information dissemination procedures for the LEPC.

☒ **B. Public Education and Information Committee**. This Committee shall be responsible for reviewing the public alert and notification program; public relations with affected communities and public at large; all publicity of the LEPC; development of public education and information program.

☒ **C. Hazardous Materials Facilities Liaison Committee.** This Committee shall be responsible for procedures for identification and communication with affected facilities. This Committee shall work with the Emergency Response and Resources Committee and with affected facilities to review and help the local emergency management office(s) test a hazardous substance emergency response plan for the planning district as required by law.

☒ **D. Emergency Response and Resources Committee.** This Committee will work with the Hazardous Facilities Liaison Committee and with existing emergency response organizations in jurisdictions within the planning district to review and help the local emergency management office(s) test a hazardous substance emergency response plan for the planning district as required by law. This Committee shall review existing federal, state and local plans for the purpose of coordination with the LEPC planning process.

SIGNATURE: _____ DATE: 2/11/2016

Hidalgo County Local Emergency Planning Committee

Application

NOTE: INFORMATION IS CONFIDENTIAL UNTIL APPOINTMENT

1. PERSONAL DATA

Name: Gaskamp (Last) Jericka (First) L (M.I.)

Home Phone: _____ Cell Phone: 979-661-6141

Residential/mailing address: 2124 River Dr., Edinburg, TX 78539

Email address: jericka.gaskamp@outlook.com

Business address: 5501 S McColl, Edinburg, TX 78539 Phone #: 956-362-3126

Occupation: Emergency Management Intern

Are you or will you be at least 18 years of age at the time of appointment?

Yes ☒ No ☐

Are you able and willing to attend:

Local Emergency Planning Committee Meetings on the third Wednesday of the month at 2:00 p.m quarterly; beginning January 2015?

Yes ☒ No ☐

Occasional study session and subcommittee meetings?

Yes ☒ No ☐

2. EDUCATION:

Diploma, Degree or Certificate	Institution	Course of Study
Associates Degree	Blinn College/UTPA	Theatre
Bachelor's Degree	APUS (Current)	Emergency and Disaster Management

3. WORK EXPERIENCE RELATED TO THIS POSITION:

Currently working as an intern for an emergency management coordinator, assist with duties in all four phases of emergency management, attend all-level meetings involving emergency management, safety, security, training, and etc.

4. PRIOR PUBLIC SERVICE, CIVIC OR VOLUNTEER ACTIVITIES:

Organization	Position	Year(s)
ECCR	Mascot Coordinator	1
Brenham Children's Chorus	Set Designer/Technician	3
C.A.R.S.	Tutor/Mentor	1

I am interested in serving on the following Committees

☒ **Executive Committee.** The Executive Committee will consist of the Chairperson, Vice-Chairperson, Secretary-Treasurer and Chairpersons of the four Standing Committees

Standing Committees.

☐ **A. Right-to-Know Committee.** This Committee shall be responsible for the formulation of all policies and procedures concerning the public's right-to-know program; the formulation of all chemical release reporting procedures; the establishment of trade secret protection procedures; and the formulation of all record keeping and information dissemination procedures for the LEPC.

☐ **B. Public Education and Information Committee.** This Committee shall be responsible for reviewing the public alert and notification program; public relations with affected communities and public at large; all publicity of the LEPC; development of public education and information program.

☐ **C. Hazardous Materials Facilities Liaison Committee.** This Committee shall be responsible for procedures for identification and communication with affected facilities. This Committee shall work with the Emergency Response and Resources Committee and with affected facilities to review and help the local emergency management office(s) test a hazardous substance emergency response plan for the planning district as required by law.

☐ **D. Emergency Response and Resources Committee.** This Committee will work with the Hazardous Facilities Liaison Committee and with existing emergency response organizations in jurisdictions within the planning district to review and help the local emergency management office(s) test a hazardous substance emergency response plan for the planning district as required by law. This Committee shall review existing federal, state and local plans for the purpose of coordination with the LEPC planning process.

SIGNATURE: _____ DATE: 2-12-16

Hidalgo County Local Emergency Planning Committee

Application

NOTE: INFORMATION IS CONFIDENTIAL UNTIL APPOINTMENT

1. PERSONAL DATA

Name: Cuellar (Last) Nancy (First) A (M.I.)

Home Phone: (Cell Phone: (956) 321-1418

Residential/mailing address: 2101 Roman Street

Email address: ncuellar@mcallen.net

Business address: PO Box 220, McAllen, Tx 78505 Phone #: (956) 681-1236

Occupation: Emergency Management Analyst

Are you or will you be at least 18 years of age at the time of appointment?

Yes [X] No [ ]

Are you able and willing to attend:

Local Emergency Planning Committee Meetings on the third Wednesday of the month at 2:00 p.m quarterly; beginning January 2015?

Yes [X] No [ ]

Occasional study session and subcommittee meetings?

Yes [X] No [ ]

2. EDUCATION:

Diploma, Degree or Certificate	Institution	Course of Study
Degree	STC	Business Mgt

3. WORK EXPERIENCE RELATED TO THIS POSITION:

12 years in emergency management and contract compliance

4. PRIOR PUBLIC SERVICE, CIVIC OR VOLUNTEER ACTIVITIES:

Organization	Position	Year(s)

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Standing Committees.

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SIGNATURE: Nancy Chandler DATE: 2/22/16

Hidalgo County Local Emergency Planning Committee

Application

NOTE: INFORMATION IS CONFIDENTIAL UNTIL APPOINTMENT

1. PERSONAL DATA

Name: Casas (Last) Rolando (First) (M.I.)

Home Phone: _____ Cell Phone: 956-457-1080

Residential/mailing address: _____

Email address: Rolando.casas@co.hidalgo.tx.us

Business address: 100 E. Cano, 2nd floor Phone #: 956-318-2615

Occupation: Deputy Emergency Management Coordinator

Are you or will you be at least 18 years of age at the time of appointment?

Yes [X] No [ ]

Are you able and willing to attend:

Local Emergency Planning Committee Meetings on the third Wednesday of the month at 2:00 p.m quarterly; beginning January 2015?

Yes [X] No [ ]

Occasional study session and subcommittee meetings?

Yes [X] No [ ]

2. EDUCATION:

Diploma, Degree or Certificate	Institution	Course of Study
Firefighter, Investigator, Instructor	Texas Commission on Fire Protection	
Peace Officer	Texas Commission on Law Enforcement	

3. WORK EXPERIENCE RELATED TO THIS POSITION:

16 years as a first responder, working as a firefighter/EMT, fire investigator, Police Officer and Emergency Management responding to Hazmat incidents, large scale emergencies such as fires and flooding.

4. PRIOR PUBLIC SERVICE, CIVIC OR VOLUNTEER ACTIVITIES:

Organization	Position	Year(s)
San Juan Volunteer Fire Department	Firefighter	16
San Juan Volunteer Fire Department	Instructor	8
San Juan Volunteer Fire Department	Treasurer	2
San Juan Parks & Rec	Coach	12

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SIGNATURE: Robert Lopez DATE: 2/12/2016

AI-53530 IT Department 14. A.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMMISSIONER PCT. 4

Authorization and approval to purchase data service for GPS units through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:
107	Data Plan for GPS	Office Use	Machine to Machine Account Share 1MB @ $5.00 each per month
21	Data Plan for GPS	Office Use	Machine to Machine Account Share 5MB @ $7.00 each per month

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-124-007-0-532

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

BUDGETARY IMPACT:

Funds available as of 2/24/16.
Requisition#293205

Attachments

Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 10:20 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Griselda Salazar Started On: 02/24/2016 09:37 AM

Final Approval Date: 03/04/2016

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other: GPS Data	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Precinct #4 Employee ID#: — Signature: Joseph Cuellar

Department: Precinct #4 Dept#: 124

Quantity: 128

Service: $535.00 /mo (x) 10 months = $5,350.00 Account: 6-1200-431-00-124-007-0-532

Service: $147.00 /mo (x) 10 months $1,470.00 Account: 6-1200-431-00-124-007-0-532 ~~619/664~~

Requisition Total: $6,820.00 Requisition Number: 293205

STIPEND

(1) Employee: _____ Employee ID#: _____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

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

Joseph Cuellar	Joseph Palacios	2-18-16
Signature	Print Name	Date

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 107-H2H Acct Share 1MB @ $5.00
21-H2H Acct Share 5MB @ $7.00

Commissioner's Court Action: Commissioner's Court Date: 3/7/16 53530-AI

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167164,00.html, EXAMPLE 2.

Revised: 03/09/2011

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 16241218-3
DATE 2/4/2016
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$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

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$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

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$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

MACHINE TO MACHINE 83933	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
MACHINE TO MACHINE ACCOUNT SHARE 1MB $0.0009765/KB $5.00 0313	107	$5.00	1 MB	107 MB / Group 1	$1 / MB	$535.00	$6,420.00
MACHINE TO MACHINE ACCOUNT SHARE 5MB $0.0009765/KB $7.00 0313	21	$7.00	5 MB	105 MB / Group 1	$1 / MB	$147.00	$1,764.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	128					$682.00	$8,184.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$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

RATE PLANS AND FEATURES: ESTIMATED COST FOR TERM (Annual (12 Months)) $8,184.00

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

Obj 532

Gris ✓

Pct # 259
Req # 293205
PO #

verizon

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date: February 4, 2016

Customer Name: Hidalgo County

Sales Representative: Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Requisition

Req # 00293205

PO #

Date: 02/17/16

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: SULEMA
956-383-3112

Contract No: DIR-SDD-1779

Special Instructions:
PCT# 259

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779 CC 3/7/16 AGENDA ITEM# 53530 DO NOT DUPLICATE ORDER		
1.00	EACH	CO MACHINE TO MACHINE ACCOUNT SHARE 1 MB $0.0009765/KB $5.00 0313 LINE COUNT-107 DISCOUNTED MONTHLY ACCESS-$5.00 INCLUDED DATA-1 MB SHARED DATA/GROUP-107 MB/GROUP 1 DATA OVERAGE-$1.00/MB MONTHLY COST-$535.00 TERM COST-$5,350.00.00 MACHINE TO MACHINE ACCOUNT SHARE 5 MB $0.0009765/KB $7.00 0313 LINE COUNT-21 DISCOUNTED MONTHLY ACCESS-$7.00 INCLUDED DATA-5 MB SHARED DATA/GROUP-105 MB/GROUP 1 DATA OVERAGE-$1.00/MB MONTHLY COST-$147.00 TERM COST-$1,470.00	6,820.00	6,820.00
		Account No	Encumbrance	
		6-1200-431-00-124-007-0-532	6,820.00	
			Freight	.00
			Total	6,820.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-53536 Urban County 15. A.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if applicable" Urban County Program on behalf of the City of Mercedes is requesting authority to purchase playground equipment for Goza Park. Purchase will be made from Park Place Recreation Designs, Inc. (Contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase including shipping is $18,186.00 utilizing FY 28 (2015) City of Mercedes Parks, Recreational Facility Funds.

BACKGROUND

The purchase of park equipment will be for goza park. Delivery is expected within 4 weeks.

Vendor: Park Place Recreation Designs, Inc.

Purchase Amount $18,186.00

Funds Available: $38,670.00 FY 28 (2015) Parks Recreational Facility

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Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 11:33 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Regalado Started On: 02/24/2016 04:31 PM

Final Approval Date: 03/04/2016

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 Contacted: Bob Ahrens

Name: Park Place Recreation Designs, Inc. 423-13 Phone: 1-800-626-0238

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Miracle Sale Price	Total Amount
1	#714-S437J Playscape	1	23,402.00	19,892.00	16,990.00	16,990.00
2	#1268 Bench 8' @ $588.00 ea.	2	1,176.00	1,000.00	0.00	1,000.00
	*#1268 currently not on sale so BuyBoard Discount applies					
	Shipping - No BuyBoard Discount					
	Shipping/Freight (Applies to #1268 only) No BuyBoard Discount		1,565.00	1,565.00	196.00	**196.00**
					TOTAL	**18,186.00**

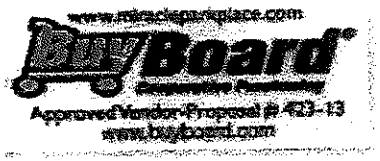
Recommendation: The City recommends purchase of the Playscape for the Goza Park.

Requested By: [signature] 02/09/16
(USE BLUE INK) Date

[signature] 2-24-16
(USE BLUE INK) Date

RECEIVED
FEB - 9 2016
URBAN COUNTY PROGRAM





City of Mercedes
Goza Park
Quote#: 0916-0024
January 14, 2016

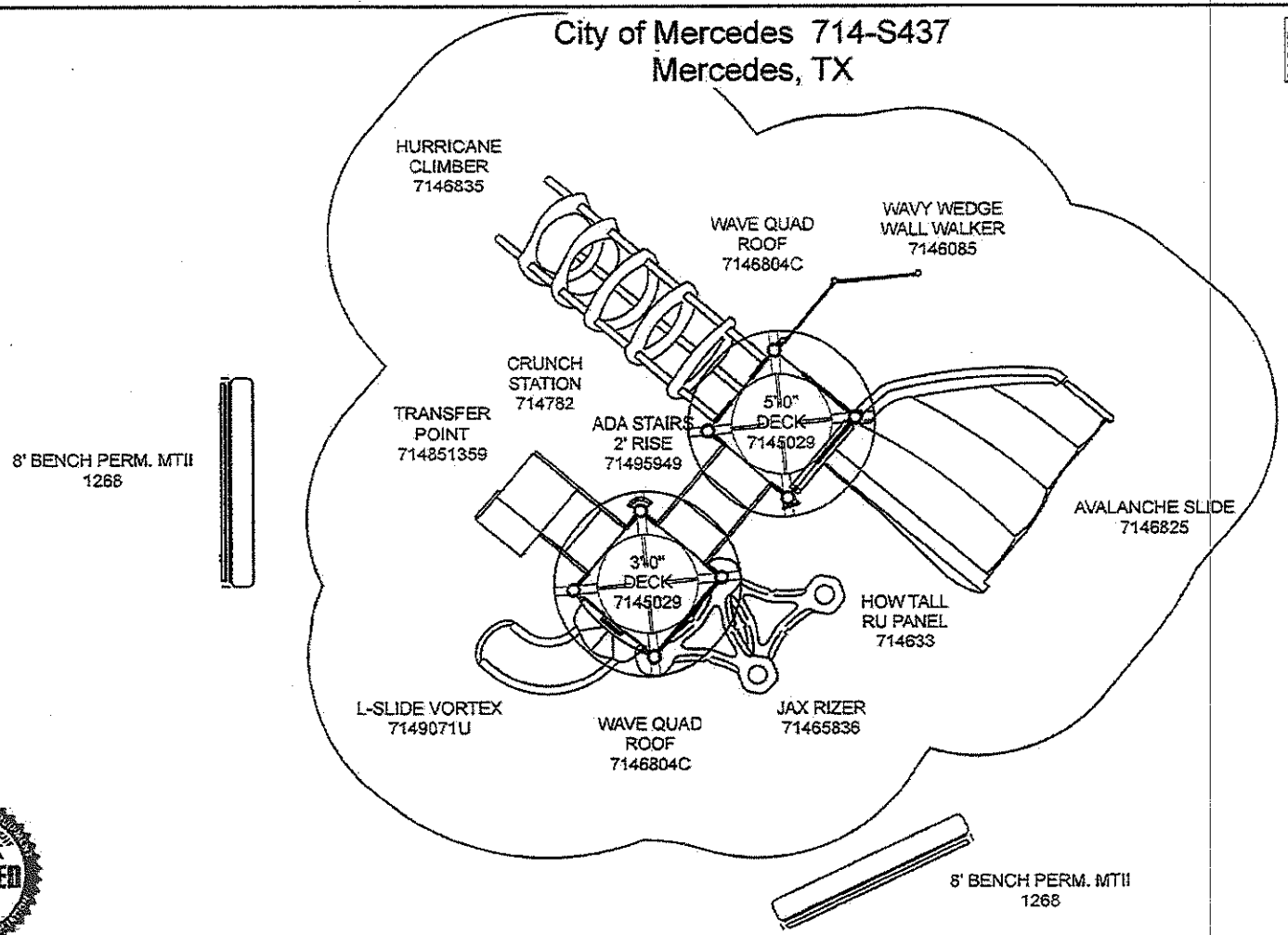
Park Place Recreation Designs, Inc.
PO Box 18186
San Antonio, TX 78218
800-626-0238 Fax 210-832-0115

QTY	DESCRIPTION	LIST PRICE	BUY BOARD PRICE (#423-13)	MIRACLE SALE PRICE
1	#714-S437J	$ 23,402.00	$ 19,892.00	$ 16,990.00
2	#1268 Bench 8ft ($588 each)	$ 1,176.00	$ 1,000.00	$ 1,000.00 *
	Shipping-*no BuyBoard discount*	$ 1,565.00	$ 1,565.00	$ 196.00 **
	GRAND TOTAL	$ 26,143.00	$ 22,457.00	$ 18,186.00
	* #1268 currently not on sale so BuyBoard Discount applies			
	** Shipping charges apply only to #1268			

City of Mercedes
Goza Park
714-S437



City of Mercedes 714-S437
Mercedes, TX



AGE GROUP	5-12
ELEVATED PLAY ACTIVITIES - TOTAL:	5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	5 RECD 5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	5 RECD 5
GROUND LEVEL ACTIVITY TYPE:	2 RECD 2
GROUND LEVEL QUANTITY:	2 RECD 2

IPEMA CERTIFIED ASTM F1487

Miracle

PARK PLACE RECREATION DESIGNS, INC.
P.O. Box 18186
San Antonio,TX
PHONE NO: (210) 821-5878
FAX NO: (210) 832-0115

009_42383377428

GROUND SPACE: 25'-5" x 22'-6"

PROTECTIVE AREA: 37'-0" x 32'-6"

DRAWN BY: Bob Ahrens DATE: 1/14/2016

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

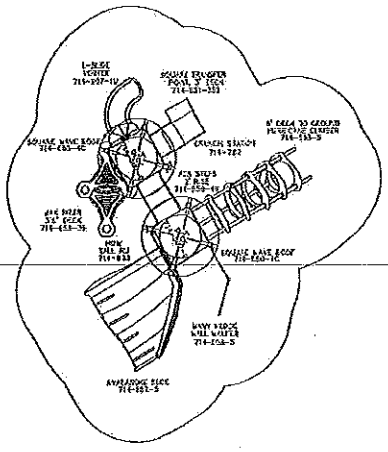
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

SALE PRICE $16,910
LIST PRICE: $20,262
MODEL#: 718-S042J

FOR KIDS AGES: 5 TO 12
PROTECTIVE AREA: 34' X 39'
SHIPPING WEIGHT: 3,005 LBS

ELEVATED PLAY ACTIVITIES: 5
GROUND LEVEL PLAY ACTIVITIES: 2
PLAY AREA CAPACITY: 45-55

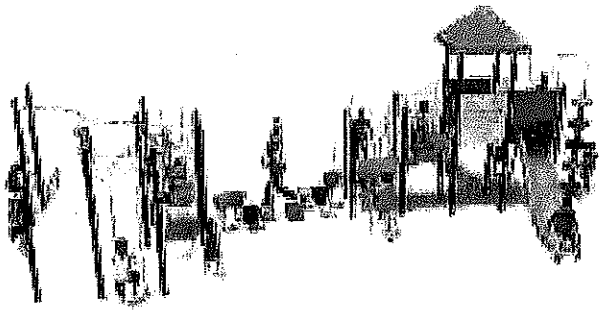


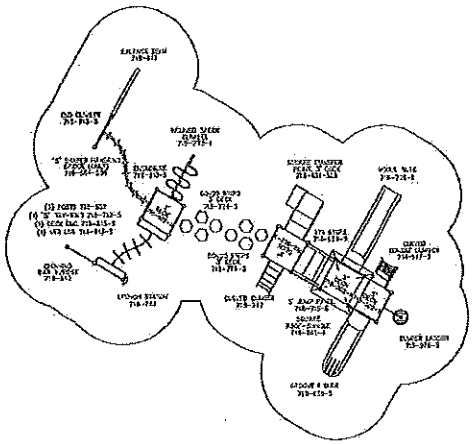


SALE PRICE $16,700
LIST PRICE: $20,733
MODEL#: 718-S059J

FOR KIDS AGES: 5 TO 12
PROTECTIVE AREA: 50' X 46'
SHIPPING WEIGHT: 3,010 LBS

ELEVATED PLAY ACTIVITIES: 10
GROUND LEVEL PLAY ACTIVITIES: 4
PLAY AREA CAPACITY: 65-75

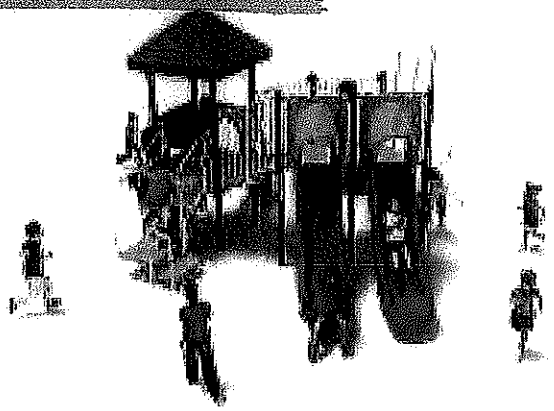


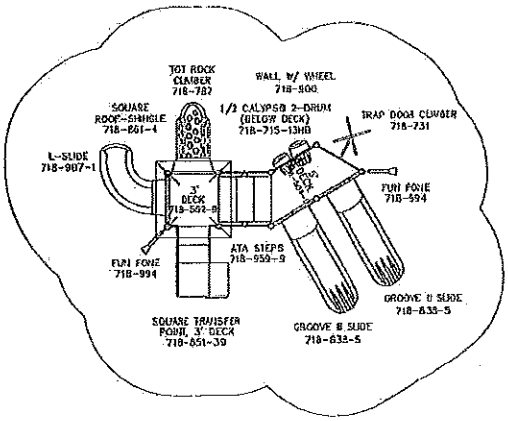


SALE PRICE $9,400
LIST PRICE: $15,649
MODEL#: 718-S075J

FOR KIDS AGES: 2 TO 12
PROTECTIVE AREA: 34' X 27'
SHIPPING WEIGHT: 2,035 LBS

ELEVATED PLAY ACTIVITIES: 6
GROUND LEVEL PLAY ACTIVITIES: 2
PLAY AREA CAPACITY: 30-40





Model	*Description*	*Weight*	*Price*
System BN			
12021	BENCH FRAME ONLY HEAVY DUTY-PERM	70	$206
12031	BENCH FRAME ONLY HEAVY DUTY-PORT	45	$276
1214	SWINGING PARK BENCH, STEEL-PERM	200	$937
1228I	8' REDWOOD DBL PEDESTAL FLAT BENCH, MC-ING	125	$488
1228P	8' REDWOOD DBL PEDESTAL FLAT BENCH, MC-PORT	125	$523
1228S	8' REDWOOD DBL PEDESTAL FLAT BENCH, MC-SURF	125	$529
1229P	8' REDWOOD DBL PDSTL FLAT BENCH, MC-PORT, LA	125	$666
1229S	8' REDWOOD DBL PDSTL FLAT BENCH, MC-SURF, LA	125	$646
1241	8' ALUM BENCH, PAINTED FRAME-ING	65	$503
1241P	8' ALUM BENCH, PAINTED FRAME-PORT	75	$503
1242	8' ALUM BENCH, GALV FRAME-ING	65	$443
12421	8' ALUM BENCH, GALV FRAME-PORT	75	$443
12461	6' ONE PIECE BENCH, STEEL-PORT	90	$522
1248	8' ONE PIECE BENCH, STEEL-PERM	120	$449
12481	8' ONE PIECE BENCH, STEEL-PORT	130	$540
12521	6' BENCH, MIRACOTE ALUM-PORT	85	$452
1253	6' BENCH, ANOD ALUM-PERM	80	$398
12541	SLEEP INHIBITORS FOR BENCH	6	$55
1256	6' SUPER SLAT BENCH W/BACK, STEEL-PERM	120	$693
1257	6' SUPER SLAT BENCH W/BACK, STEEL-PORT	120	$748
1258	8' SUPER SLAT BENCH W/BACK, STEEL-PERM	120	$727
1259	8' SUPER SLAT BENCH W/BACK, STEEL-PORT	140	$799
1264I	6' REDWOOD DBL PEDESTAL FLAT BENCH, MC-ING	100	$389
1264P	6' REDWOOD DBL PEDESTAL FLAT BENCH, MC-PORT	100	$435
1264S	6' REDWOOD DBL PEDESTAL FLAT BENCH, MC-SURF	100	$419
1265P	6' REDWOOD DBL PDSTL FLAT BENCH, MC-PORT, LA	100	$581
1265S	6' REDWOOD DBL PDSTL FLAT BENCH, MC-SURF, LA	100	$582
1268	8' BENCH, 2-3/8' LEGS M'THERM-PERM	200	$588
12681	8' BENCH, 2-3/8' LEGS M'THERM-PORT	200	$612
1281R	6' SLAT BENCH W/O BACK, RECYCLED-PERM	125	$493
1283R	8' SLAT BENCH W/O BACK, RECYCLED-PERM	155	$718
1287R	8' CONTOUR BENCH W/O BACK, RECYCLED-PERM	210	$1,028
1288R	8' CONTOUR BENCH W/BACK, RECYCLED-PERM	285	$1,397
1289I	6' REDWOOD BENCH, PAINTED FRAME-INGROUND	75	$348
1289IGV	6' REDWOOD BENCH, GALV FRAME-INGROUND	100	$333
1289P	6' REDWOOD BENCH, PAINTED FRAME-PORTABLE	75	$348
1289PGV	6' REDWOOD BENCH, GALV FRAME-PORTABLE	100	$333
1289S	6' REDWOOD BENCH, PAINTED FRAME-SURFACE MO	75	$348
1289SGV	6' REDWOOD BENCH, GALV FRAME-SURFACE MOUNT	100	$333
1290I	8' REDWOOD BENCH, PAINTED FRAME-INGROUND	120	$408

****Items are considered play components for the purpose of compliance with ADA guidelines.**

This Price List is confidential and privileged, and is intended for the sole use of the person or entity to which it is addressed ("Recipient"). Any review, transmission, reproduction, publication (in any form or medium), dissemination or other use of, or taking of any action in reliance upon, this price list and the information contained herein without the express written authorization of Miracle Recreation Equipment Company is strictly prohibited. The Recipient shall keep confidential and shall not disclose this price list or the information contained herein to any third person or entity (private or governmental) except to such of its employees or agents who need to know for the purpose of purchasing products. The Recipient shall take all reasonable actions, including without limitation court proceedings, to restrain its employees and agents from unauthorized disclosure or use of this Price List or the information contained herein.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
714-S437J
(•) All
( ) Vendor Discounts Only
( ) Catalog Pricing Only

Show 25 results

Narrow Results:

Vendor	Description	P
Park Place Recreation Design, Inc.	5% Discount Off Miracle Recreation Equipment pricelist for Shade Canopies & Structures	
Park Place Recreation Design, Inc.	5% Discount Off Miracle Recreation Equipment pricelist for Outdoor Bleacher & Seating Systems	
Park Place Recreation Design, Inc.	15% Discount Off Miracle Recreation Equipment pricelist for Playground Sports Equipment	
Park Place Recreation Design, Inc.	15% Discount Off Miracle Recreation Equipment pricelist for Playground Equipment	

Extended Product Information

Reference Number: 423-13

Part Number: Catalog

Full Description: 15% Discount Off of Miracle Recreation Equipment pricelist for Playground Equipment

Showing 1 to 4 of 4 entries

First | Previous | 1 | Next | Last

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Phone: 800-695-2919
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Email: info@buyboard.com

Vendor Contract Information

Back

Search:
714-S437J
(•) All
( ) Vendor Discounts Only
( ) Catalog Pricing Only

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Park Place Recreation Design, Inc.
Address:	4225 Woodburn San Antonio, TX 78218
Phone Number:	(210) 821-5878
Email:	marilyn@miracleparkplace.com
Federal ID:	74-2336170
Contact:	Marilyn Ahrens
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Parks & Recreation Equipment, Field Lighting Products & Installation
Contract#:	423-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	30
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 13, 15, 20
States Served:	Texas
Quote Reference Number:	423-13
Return Policy:	2% restocking fee

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Construction Services Advisory:	**Click to view the Construction Related Goods and Services Advisory**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-16964

Date Filed:
02/23/2016

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Park Place Recreation Designs, Inc.
San Antonio, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Hidalgo County, Urban County Program

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**
5015-50--0306-5000-5000
Purchase of Playground Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Marilyn Adrianna

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marilyn Adrianna, this the 23rd day of February, 20 16, to certify which, witness my hand and seal of office.

NATHAN C. HASTINGS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-11-2019

Nathan C Hastings

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-16964

Date Filed:
02/23/2016

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02/23/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Park Place Recreation Designs, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County, Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

5015-50--0306-5000-5000
Purchase of Playground Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-53560 Urban County 15. B.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring and grid for the purpose of ranking by Commissioners' Court of at least three (3) professional engineering firms from the County's Approved "Pool" as graded and evaluated by the City of Edcouch, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 28 (2015) City of Edcouch- Park, Recreational Facility Improvements (Bell Park) funds.

Professional Service Firm	Grade	Rank
Fulcrum Consulting Services	91.67%	
Guzman & Munoz Engineering and Surveying, Inc.	87.33%	
Rio Delta Engineering	85.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for an Urban County Program Year 28 (2015) City of Edcouch- Park, Recreational Facility Improvements (Bell Park) Project.

BACKGROUND

Engineering will be conducted at Bell Park identified in Year 28 (2015) work plan.

Funds Available: $116,344.82 Year 28 (2015) Park, Recreational Facility Improvements

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Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 11:48 AM

Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Regalado Started On: 02/26/2016 01:58 PM

Final Approval Date: 03/04/2016

City of Edcouch
Professional Engineering Services
Park, Recreational Facility Improvements (Bell Park) Project
Year 28 (2015)
Grading-Ranking Grid

Criteria	Fulcrum Consulting Services			Guzman & Muñoz Engingeering and Surveying, Inc.			Rio Delta Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	18	20	20	18	20	15	13
Experience of Project Team/ Ability to Commit Resources	24	25	20	21	22	21	21	25	18
Methodology/ Experience/ Availability of Project Manager	20	20	15	17	19	15	16	20	19
Understanding of Project/Similar Projects	24	25	19	23	20	19	23	21	24
Familiarity with Applicable Rules & Regulations	10	8	7	10	10	7	10	3	9
TOTALS	98	98	79	91	91	80	90	84	83
AVERAGES	275÷3=91.67%			262÷3=87.33%			257÷3=85.67%		
RATING	1			2			3		

Grader 1: Noe Cavazos, City of Edcouch

Grader 2: Antonio Barco, UCP

Grader 3: Yvette Salinas, Purchasing Department

City of Edcouch
Professional Engineering Services
Park, Recreational Facility Improvements (Bell Park) Project
Year 28 (2015)
Grading-Ranking Grid

Criteria	Fulcrum Consulting Services			Guzman & Muñoz Engingeering and Surveying, Inc.			Rio Delta Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	18	20	20	18	20	15	13
Experience of Project Team/ Ability to Commit Resources	24	25	20	21	22	21	21	25	18
Methodology/ Experience/ Availability of Project Manager	20	20	15	17	19	15	16	20	19
Understanding of Project/Similar Projects	24	25	19	23	20	19	23	21	24
Familiarity with Applicable Rules & Regulations	10	8	7	10	10	7	10	3	9
TOTALS	98	98	79	91	91	80	90	84	83
AVERAGES	275÷3=91.67%			262÷3=87.33%			257÷3=85.67%		
RATING	1			2			3		

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URBAN COUNTY PROGRAM

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Engineer is registered & licensed and demonstrated qualifications & organization. Team members are identified.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Has good staff & shows leadership, responsibilities and experience to be complete & efficiently perform the work.		TOTAL 24
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Shows good managemnt to scope of service for those projects & is registered in the state of Texas.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Shows good prior experience with state, local, & federal programs. Shows a has good response and is well organized		TOTAL 24
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Knows applicable regulations, guidelines, standards & policies & has good past exp.		TOTAL 10
Total Score		98

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: Noe Cavazos Department: City of Edcouch

Project Name: City of Edcouch - Park Recreational Facility Improvements Project Date: 2-8-16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Meets most criteria, but must elaborate more in Narrative regarding applicable rules and regulations		TOTAL 8
	Total Score	98

Firm/Participant's Name: Futcrum Consulting Services

Evaluator: Antonio Banco Department: Hidalgo County Urban County Program

Project Name: City of Edcouch - Park Recreational Facility Improvements Project Date: 2-25-16

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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points:		TOTAL 20
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	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 19
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	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 7
Total Score		79

Firm/Participant's Name: Fulcrum Consulting Services

Evaluator: MS Department: M. County

Project Name: City of Edcouch 2015 Park Rec Fac. Imp Date: 02-04-16

Bell Park

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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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Engineer registered a licensed, shows various type of work		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: Shows ability to perform work		TOTAL 21
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	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Shows good management		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Shows experience w/ the regulations & policies		TOTAL 23
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Shows knowledge of guidelines, standards & policies		TOTAL 10
	Total Score	91

Firm/Participant's Name: Guzman - Munoz Engineering

Evaluator: Noe Cavazos **Department:** City of Edcouch

Project Name: City of Edcouch - Park Recreational Facility Improvements Project **Date:** 2-8-16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meet all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Meet most criteria, but elaborate more reporting responsibilities and experience of Engineering STAFF		TOTAL 22
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	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets most criteria must elaborate approach and methodology and management to scope of Project		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points: Must be RFQ responsive and approach to complete the scope of work		TOTAL 20
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	91

Firm/Participant's Name: Guzman - Munoz Engineering

Evaluator: Hortensio Barco Department: Hidalgo County Urban County Program

Project Name: City of Edcouch - Park Recreational Facility Improvements Project Date: 2/25/16

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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points:		TOTAL 21
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	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	7
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 19
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	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points:		TOTAL 7
Total Score		80

Firm/Participant's Name: Guzman - Muñoz Engineering

Evaluator: _____ Department: Urban County

Project Name: City of Edcouch 2015 Park Impv. Date: 02-04-16

Bell Park

0.00

0.00

20.00
21.00
16.00
23.00
10.00
90.00

0.00

15.00
25.00
20.00
21.00
5.00
86.00

0.00

13.00
18.00
19.00
24.00
9.00
83.00

0.00

90.00
84.00
85.00
257.00

257.00
3.00
85.67

RECEIVED
FEB - 9 2016
URBAN COUNTY

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Engineer Registered & licensed		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	6
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Demonstrate ability to perform		TOTAL 21
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	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: methodology for project vial very clear, but shows good management		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Response, clear & well organized		TOTAL 23
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Experience in working with govt'l regulations		TOTAL 10
Total Score		90

Firm/Participant's Name: Rio Delta Engineering

Evaluator: Noe Cavazos Department: City of Edcouch

Project Name: City of Edcouch - Park Recreational Facility Improvements Project Date: 2-8-16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points: Did not provide chart		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Does not mention appropriate Federal/State and local regulations, plus not RFQ responsive		TOTAL 21
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Did not provide narrative or mentions applicable rules and regulations		TOTAL 3
	Total Score	84

Firm/Participant's Name: Rio Delta Engineering

Evaluator: Octavio Barco Department: Hidalgo County Urban County Program

Project Name: City of Edcouch - Park Recreational Facility Improvements Project Date: 2-25-16

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	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale For Points:		TOTAL 13
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 18
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 24
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		83

Firm/Participant's Name: Rio Delta Engineers

Evaluator: [signature] Department: Urban County

Project Name: City of Edcouch 2015 Park Impvt. Ball Park Date: 02-04-16

Agenda Request Compliance Check-list

Submitted by: Monica L.

✓ **Selection of Engineer, Architects & Material Testing Firms**

- ✓ Agenda Sheet (signed by Deputy Director & Finance Division)
- ✓ Rating Sheets by three rating agents
- ✓ Ranking Grids 1) with Rating Agents Names 1) without Rating Agent Names

_____ **Approval of Contract for Professional Services Engineer/Architects/Material Testing Firms**

Agenda Sheet (Signed by Deputy Director & Finance Division)
Best & Final Offer Letter/E-mail
Exhibit A- Scope of Service & Hourly Rate Breakdown
Cert. of Insurance: Section XVII Agreement
1. Auto ins. $300,000.00 for Bodily Injury / $100,000.00 Property Damages
2. Uninsured/Underinsured Motorist coverage equal to bodily injury limits
3. Workers Compensation Insurance
Copy of Contract

Approval of Construction Contracts

Agenda Sheet (Signed by Deputy Director & Finance Division)
Letter from Engineer/Architect with recommendation for approval
Bid tabulation sheet
Certificate of Insurance
1. Auto ins. $300,000.00 for Bodily Injury / $100,000.00 Property Damages
2. Uninsured/Underinsured Motorist coverage equal to bodily injury limits
3. Workers Compensation Insurance
Copy of Contract
HB 1295 form and Acknowledgement

AI-53600 Urban County 15. C.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring and grid for the purpose of ranking by Commissioners' Court of at least three (3) engineering firms from the County's Approved "Pool" as graded and evaluated by the City of Palmview, Urban County Program and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 27 & 28 (2014 & 2015) Palmview Parks, Recreational Facility Improvements funds.

Professional Service Firm	Grade	Ranked
SAMES, Inc.	94.67	
International Consulting Engineers	87.67	
Entech Civil Engineers, Inc.	86.67	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for the provision of engineering services for an Urban County Program Year Year 27 & 28 (2014 & 2015) Palmview Parks, Recreational Facility Improvements Project.

BACKGROUND

Project includes the complete development of a neighborhood park including a recreational area for kids, purchase and installlation of slides, swings, jungle gym set, and related recreational equipment. It will also include walking trail/runnin tract, small basketball pavilion, bathroom facility, sidewalks, small bbq pit areas with covered tables, benches, bleachers, parking lot, lighting, irrigation system, landscaping, and all other related appurtenances as they pertain to project completion. Park location is 215 Showers Road, Palmview, Texas.

Funds available:

$271,505.00- 2014 Parks, Recreational Facility Improvements
$250,727.00- 2015 Parks, Recreational Facility Improvements

$522,232.91- TOTAL

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 11:33 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Regalado Started On: 03/02/2016 09:52 AM

Final Approval Date: 03/04/2016

City of Palmview
Engineering Services
Parks, Recreational Facility Improvements
Years 27 (2014)
Grading-Ranking Grid

Criteria	SAMES, INC.			INTERNATIONAL CONSULTING ENGINEERS			ENTECH CIVIL ENGINEERS, INC.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	15	20	20	20	20	20
Experience of Project Team	25	25	15	15	25	25	15	20	24
Experience/ Availability of Project Manager	20	20	15	15	19	20	15	15	18
Understanding of Project	25	24	25	18	21	25	21	21	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	6	9	10	6	10
TOTALS	100	99	85	73	91	99	81	82	97
AVERAGES	284 % 3 = 94.67%			263 % 3 = 87.67%			260 % 3 = 86.67%		
RATING									

Grader #1 David Nacianceno, Asst. City Manager-Palmview

Grader #2 Antonio Barco, Deputy Director (UCP)

Grader #3 Moises Salazar, Procurement Specialist

SAMES INC.

0.0

20.00 +
25.00 +
20.00 +
25.00 +
10.00 +

005

100.00 +

0.0

20.00 +
25.00 +
20.00 +
24.00 +
10.00 +

005

99.00 +

0.0

20.00 +
15.00 +
15.00 +
25.00 +
10.00 +

005

85.00 +

100.00 +
99.00 +
85.00 +

003

284.00 +

3. =
94.67 +

I.C.E.

0.0

15.00 +
15.00 +
15.00 +
18.00 +
10.00 +

005

75.00 +

0.0

20.00 +
25.00 +
19.00 +
21.00 +
6.00 +

005

91.00 +

0.0

20.00 +
25.00 +
20.00 +
25.00 +
9.00 +

005

99.00 +

0.0

75.00 +
91.00 +
99.00 +

003

265.00 +

3. =
88.33 +

ENTECH

0.0

20.00 +
15.00 +
15.00 +
21.00 +
10.00 +

005

81.00 +

0.0

20.00 +
20.00 +
15.00 +
21.00 +
6.00 +

005

82.00 +

0.0

20.00 +
24.00 +
10.00 +
25.00 +
10.00 +

005

87.00 +

0.0

91.00 +
99.00 +
97.00 +

003

287.00 +

3. =
95.67 +

City of Palmview
Engineering Services
Parks, Recreational Facility Improvements
Years 27 (2014)
Grading-Ranking Grid

Criteria	SAMES, INC.			INTERNATIONAL CONSULTING ENGINEERS			ENTECH CIVIL ENGINEERS, INC.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	15	20	20	20	20	20
Experience of Project Team	25	25	15	15	25	25	15	20	24
Experience/ Availability of Project Manager	20	20	15	15	19	20	15	15	18
Understanding of Project	25	24	25	18	21	25	21	21	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	6	9	10	6	10
TOTALS	100	99	85	73	91	99	81	82	97
AVERAGES	284 % 3 = 94.67%			263 % 3 = 87.67%			260 % 3 = 86.67%		
RATING									

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		100

Firm/Participant's Name: SAMES, INC.

Evaluator: David Heinenberg Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: PALMVIEW-2014 PARKS RECREATIONAL FACILITY IMPROVEMENTS Date: 2/9/16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria		TOTAL 24
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		99

Firm/Participant's Name: SAMES, INC.

Evaluator: ANTONIO Barco Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: PALMVIEW-2014 PARKS RECREATIONAL FACILITY IMPROVEMENTS Date: 2-25-16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Firm has certified engineers.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points: No specific experience related to work done for project similar to this project being evaluated.		TOTAL 15
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Of the projects listed, none was related to the project herein being evaluated.		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm has conducted project for Governmental institutions.		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Provided information related to governmental institutions.		TOTAL 10
Total Score		85

Firm/Participant's Name: SAMES, INC.

Evaluator: Moises Salazar [signature] Department: HIDALGO COUNTY URBAN COUNTY

Project Name: 2014 PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT Date: 02-22-16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points:		TOTAL 15
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 18
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		73

Firm/Participant's Name: INTERNATIONAL CONSULTING ENGINEERS

Evaluator: _____ Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: PALMVIEW-2014 PARKS RECREATIONAL FACILITY IMPROVEMENTS Date: _____

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
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	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference information including contact persons and telephone numbers	5	3
Comments/Rationale For Points: Meets most criteria, but must improve on information to be gathered		TOTAL 21
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Must be more responsive to Applicable rules and regulations		TOTAL 6
	Total Score	91

Firm/Participant's Name: INTERNATIONAL CONSULTING ENGINEERS

Evaluator: Victoria Garcia Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: PALMVIEW-2014 PARKS RECREATIONAL FACILITY IMPROVEMENTS Date: 2-25-16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Firm qualified staff and resources to perform this project.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Listed numerous projects. At least one project looks to be similar to the project being evaluated.		TOTAL 25
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Good methodology, and Project Manager has a long list of projects.		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm demonstrated understanding of project. SOQ well organized. References were complete with contact information.		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points: Although firm has performed numerous projects with government, a list of applicable rules was not provided.		TOTAL 9
Total Score		99

Firm/Participant's Name: INTERNATIONAL CONSULTING ENGINEERS, (ICE)

Evaluator: Moises Salazar Department: HIDALGO COUNTY URBAN COUNTY

Project Name: 2014 PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT Date: 02-22-16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points:		TOTAL 15
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 21
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		91

Firm/Participant's Name: ENTECH CIVIL ENGINEERS, INC.

Evaluator: David Cavazos Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: PALMVIEW-2014 PARKS RECREATIONAL FACILITY IMPROVEMENTS Date: 2/9/16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points: Most of experience is in road/street Design		TOTAL 20
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	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: Does not include 5 types of projects		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Do not address appropriate rules/regulations and are not RFQ responsive		TOTAL 21
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	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	3
Comments/Rationale For Points: Did not properly address applicable rules and regulations and narrative		TOTAL 6
	Total Score	82

Firm/Participant's Name: ENTECH CIVIL ENGINEERS, INC.

Evaluator: Antonio Saco Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: PALMVIEW - 2014 PARKS RECREATIONAL FACILITY IMPPROVMENTS Date: 2-25-16

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Numerous qualified/certified engineers listed in the organization chart.		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points: Engineering staff listed; however, none of the projects listed was similar to the project being evaluated.		TOTAL 24
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	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points: Project manager with experience in numerous projects; however, none similar to the project being evaluated.		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Firm is demonstrating that has the understanding of governmental projects.		TOTAL 25
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	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Firm is showing that has the knowledge and experience with complying with required laws & regulations.		TOTAL 10
Total Score		97

Firm/Participant's Name: ENTECH CIVIL ENGINEERING, INC.

Evaluator: Moises Salazar Department: HIDALGO COUNTY URBAN COUNTY

Project Name: 2014 PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT Date: 02-22-16

55

Fiscal year thru period ending 02/29/2016

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5000 55 0306 5200 5501 CITY OF PALMVIEW	.00	8,769.16	.00	8,769.16	.00	100.0%
5000 55 0306 5200 5511 ACM (AL CARDENAS	.00	41,020.84	.00	41,020.84	.00	100.0%
5000 55 0306 5325 5501 CITY OF PALMVIEW	.00	49,488.00	.00	49,488.00	.00	100.0%
5000 55 0306 5330 5501 CITY OF PALMVIEW	.00	1,422.00	.00	1,422.00	.00	100.0%
5000 55 0306 5700 5501 CITY OF PALMVIEW	.00	4,300.00	.00	4,300.00	.00	100.0%
5001 55 0306 5200 5511 ACM (AL CARDENAS	.00	4,308.39	.00	4,308.39	.00	100.0%
5001 55 0306 5325 5501 CITY OF PALMVIEW	.00	1,400.00	.00	1,400.00	.00	100.0%
5004 55 0306 5200 5510 MUSCO LIGHTING	.00	100,373.00	.00	100,373.00	.00	100.0%
5010 55 0306 5100 5510 MILNET ARCHITECTU	.00	6,560.00	.00	6,560.00	.00	100.0%
5010 55 0306 5125 5501 THE MONITOR	.00	895.06	.00	895.06	.00	100.0%
5010 55 0306 5200 5511 GP7 CONSTRUCTION,	.00	60,176.45	.00	60,176.45	.00	100.0%
5014 55 0306 5000 5500 PARKS, RECREATION	.00	.00	.00	271,505.91	271,505.91	.0%
5015 55 0306 5000 5500 PARKS, RECREATION	.00	.00	.00	250,727.00	250,727.00	.0%
5094 55 0306 5200 5501 MAGIC VALLEY CONC	.00	572.00	.00	572.00	.00	100.0%
5094 55 0306 5200 5502 MCCOYS LUMBER	.00	169.54	.00	169.54	.00	100.0%
5094 55 0306 5200 5503 CITY FENCE & SUPP	.00	2,672.00	.00	2,672.00	.00	100.0%
5094 55 0306 5225 5505 GENERAL GARAGE DO	.00	4,200.00	.00	4,200.00	.00	100.0%
5094 55 0306 5300 5501 HERNANDEZ WELDING	.00	300.00	.00	300.00	.00	100.0%
5094 55 0306 5300 5502 BUSH SUPPLY	.00	293.76	.00	293.76	.00	100.0%
5094 55 0306 5300 5503 GRAINGER INDUSTRI	.00	255.21	.00	255.21	.00	100.0%
5094 55 0306 5300 5504 CITY OF PALMVIEW	.00	1,350.00	.00	1,350.00	.00	100.0%
5094 55 0306 5325 5504 SPORTS & RECREATI	.00	1,595.37	.00	1,595.37	.00	100.0%
5094 55 0306 5325 5506 BUSH SUPPLY COMPA	.00	2,471.18	.00	2,471.18	.00	100.0%
5094 55 0306 5600 5504 CITY OF PALMVIEW	.00	650.00	.00	650.00	.00	100.0%
5094 55 0306 5900 5504 FLORES NURSERY &	.00	3,600.00	.00	3,600.00	.00	100.0%
5095 55 0306 5100 5510 GENESIS ENGINEERI	.00	5,900.00	.00	5,900.00	.00	100.0%
5095 55 0306 5200 5511 METRO ELECTRIC, I	.00	40,973.00	.00	40,973.00	.00	100.0%
5096 55 0306 5330 5501 B & F IRRIGATION	.00	1,000.00	.00	1,000.00	.00	100.0%
5097 55 0306 5100 5510 ENRIQUEZ GROUP	.00	5,185.00	.00	5,185.00	.00	100.0%
5097 55 0306 5125 5502 THE MONITOR	.00	215.38	.00	215.38	.00	100.0%
5097 55 0306 5150 5507 RABA-KISTNER CONS	.00	666.25	.00	666.25	.00	100.0%
5097 55 0306 5200 5511 ABUNDIO MENDIOLA	.00	5,062.50	.00	5,062.50	.00	100.0%
5097 55 0306 5200 5521 CORNERSTONE CONST	.00	40,719.00	.00	40,719.00	.00	100.0%
5097 55 0306 5330 5501 B & F IRRIGATION	.00	2,762.59	.00	2,762.59	.00	100.0%
5097 55 0306 5330 5506 CITY OF PALMVIEW	.00	2,358.15	.00	2,358.15	.00	100.0%
5097 55 0306 5452 5503 GARCIA'S NURSERY	.00	1,560.00	.00	1,560.00	.00	100.0%
5097 55 0306 5452 5505 CITY OF PALMVIEW	.00	1,000.00	.00	1,000.00	.00	100.0%
5097 55 0306 5700 5504 CITY OF PALMVIEW	.00	5,471.13	.00	5,471.13	.00	100.0%
5099 55 0306 5100 5510 ALCOCER ASSOCIATE	.00	8,600.00	.00	8,600.00	.00	100.0%
5099 55 0306 5125 5501 THE MONITOR	.00	483.00	.00	483.00	.00	100.0%
5099 55 0306 5200 5511 CITY OF PALMVIEW	.00	927.01	.00	927.01	.00	100.0%
5099 55 0306 5200 5522 ACM (AL CARDENAS	.00	26,709.77	.00	26,709.77	.00	100.0%
5099 55 0306 5325 5511 CITY OF PALMVIEW	.00	41,062.99	.00	41,062.99	.00	100.0%
Total Expenditure	.00	487,497.73	.00	1,009,730.64	522,232.91	48.3%

AI-53602 Urban County 15. D.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a budget and program amendment for the City of Sullivan City. The proposed program amendment is for the Fiscal Years 25 & 26 (2013 & 2014) work plans. The amendment will decrease the 2013 & 2014 Street Improvements line item, it will increase the 2013 Parks, Recreational Facility Improvements line item and create a 2014 Parks, Recreational Facility Improvements Line Item.

BACKGROUND

A public hearing was held on February 4, 2016 at 6:30 p.m. at the Sullivan City-City Hall and Citizen Participation requirements have met. The City of Sullivan City approved the amendment as proposed for 2013 & 2014, funding will be utilized for the continuation of the parks, recreational facility improvements project that will include the construction of a splash pad and purchase and installation of related park equipment for project completion. Park is located at 500 Cenizo St. The 2014 Street Improvements Project will add additional streets to the Street Lighting Project already environmentally cleared. These street are within the same general vicinity of the existing project. (See attached copy of Public Hearing Notice and city excerpts of minutes).

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 11:33 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Regalado Started On: 03/02/2016 10:12 AM

Final Approval Date: 03/04/2016

FEB - 5 2016
URBAN COUNTY

City of Sullivan City

Mayor Rosendo "Cheno" Benavides
Councilmember Plc. 1 Leonel "Leo" Garcia
Councilmember Plc. 2 Daniel Flores
Councilmember Plc. 3 Joel Flores
Councilmember Plc. 4 Adriana Rodriguez

February 05, 2016

Hidalgo County Urban County
427 E. Duranta Ave., Ste. 107
Alamo, TX 78516

To whom it may concern,

Please have this letter serve to you as confirmation that on Thursday, February 04, 2016, the City of Sullivan City Board of Commissioners had a Regular Called Meeting at the Sullivan City Municipal Building located at 500 Cenizo Dr. Sullivan City, TX 78595. The meeting hereby held did have the needed Quorum.

Included in the Agenda, on item 2 a.: Public Hearing: Urban County Budget and Program Amendment Fiscal Year 26&27. The Public Hearing was opened at 6:32 p.m. and was closed at 6:34 p.m. after no comments were made.

Included in the Agenda, on item 3 a.: Approve Public Hearing: Urban County Budget and Program Amendment Fiscal Year 26 & 27. A motion to approve Public Hearing: Urban County Budget and Program Amendment Fiscal Year 26 & 27 was made by Mayor Pro-Tem Leonel "Leo" Garcia and second by Commissioner Adriana Rodriguez.

Included in the Agenda, on item 3 b.: Resolution 2016-01 A Resolution Adopting the Work Plan and Budget for Year 29 Urban County. A motion to approve Resolution 2016-01 was made by Commissioner Daniel Flores and Second by Commissioner Joel Flores. (Please find it attached)

If you should have any questions or concerns, please feel free to contact us at your convenience, our office phone number is 956.485.2828.

Thank you,

Veronica Gutierrez
Sullivan City Secretary

PUBLIC HEARING NOTICE
CITY OF SULLIVAN CITY

Published On: January 4, 2016

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, **City of Sullivan City** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program, **Year 26 & 27 (2013 & 2014).**

En cumplimiento de los requisitos de Programa del desarrollo comunitario de beca de bloque (CDBG), La Ciudad de Sullivan City llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en el Presupuesto de los proyectos en la ciudad de Sullivan City y la modificación del Programa Urbano del Condado Hidalgo, para los años 26 & 27 (2013 & 2014) de fondos.

The Public Hearing will be held on, **Thursday, February 4, 2016** at **6:30 P.M.** at the **City of Sullivan City – City Hall Conference Room located at 500 Cenizo, Sullivan City, Texas 78595.**

La Audiencia Pública se llevará a cabo en, **Jueves, 4 de febrero año 2016** a las **6:30 PM** en la **ciudad Sullivan City ubicada en 500 Cenizo, Sullivan City, Texas 78595.**

Existing Budget *Porsupuesto Original*	**Year 26 (2013) Activities** *Año y Actividad*	**Proposed Budget** *Porsupuesto Propuesto*
$96,731.86	Street Improvements (-96,731.86)	$ 0.00
$ 9,543.00	Parks, Recreational Facility Improvements (+96,731.86)	$106,274.86
$106,274.86	**TOTALS:**	**$106,274.86**

Existing Budget *Porsupuesto Original*	**Year 27 (2014) Activities** *Año y Actividad*	**Proposed Budget** *Porsupuesto Propuesto*
$262,469.64	Street Improvements (-200,000.00)	$ 62,469.64
$ 0.00	Parks, Recreational Facility Improvements (+200,000.00)	$ 200,000.00
$262,469.64	**TOTALS:**	**$262,469.64**

The proposed amendment will DECREASE the Street Improvements line item, the Street Lights Project has been completed for this fiscal year and INCREASE the Parks, Recreational Facility Improvements line item to include the continuation of funding for the complete development of the splash pad project at the City Park., an already environmentally cleared project. For Fiscal Year 27 there will be a balance of $62,469.64 within the Street Improvements line item. These funds will allow or additional street lighting within the already environmentaly cleared areas of Sullivan City. The following is a complete listing of streets being incorporated: Bougambilia, 5th, 6th, 7th, 8th, 9th, 10th, Cristantema, Gerano, Laurel Marisol, Flores, Rafael, Kino, Ismael Esmeralda, Karo, Eagle Lane, Sandoval, Redbird, Street, Quail, Hawk, Falcon, Eagle, Dove, Cardinal, Raven, Sparrow, Salinas, FM 886 Loma Street, Crespon Street, Palo Blanco St., Nogal St., Yucca, Anacaguita, Alley 1 and Alley 2,

La enmienda propuesta disminuirá la partida Mejoras de calles el proyecto de las luces de las calles se ha completado para este año fiscal y aumentar los fondos para parques , mejoras de parques para incluir la continuación de la financiación para el desarrollo completo del Proyecto Splash Pad en el City Park , un proyecto ya aprobado del medio ambiente. Para el año fiscal 27 habrá un saldo de $ 62,469.64 en la partida Mejoras de Calles, estos fondos permitirán o alumbrado público adicional dentro de las zonas ya despejadas de Sullivan City. La siguiente es una lista completa de calles que seran incorporadas: : Bougambilia, 5th, 6th, 7th, 8th, 9th, 10th, Cristantema, Gerano, Laurel Marisol, Flores, Rafael, Kino, Ismael Esmeralda, Karo, Eagle Lane, Sandoval, Redbird, Street, Quail, Hawk, Falcon, Eagle, Dove, Cardinal, Raven, Sparrow, Salinas, FM 886 Loma Street, Crespon Street, Palo Blanco St., Nogal St., Yucca, Anacaguita, Alley 1 and Alley 2,

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing.
Las presentaciones se haran en espanol o ingles para aquellas personas que asi lo deseen.

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localisada:
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516 or call (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:

Mayor/Alcalde: Rosendo "Cheno" Benavides
City of Sullivan City
P.O. Box 249
Sullivan City, Texas 78595
(956) 485-2828

City of Sullivan City
Board of Commissioners
Regular Called Meeting
Thursday, February 04, 2016 – 6:30 p.m.
Sullivan Municipal Building
500 South Cenizo Drive
Sullivan City, Texas 78595

At any time during the course of meeting, the City Commission may retire to Executive Session Under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the city attorneys to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At any time during the course of this meeting the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the requirements that meeting be open set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

At this meeting the City Commission may deliberate on and take any action deemed appropriate by the City Commission on the following subjects:

Agenda

1. Call meeting to Order
   a. Pledge of Allegiance
   b. Invocation

2. Public Hearing: Urban County Budget and Program Amendment Fiscal Year 26 & 27
   a. Open Public Hearing
   b. Close Public Hearing

3. Discussion, Consideration and Action:
   a. Approve Public Hearing: Urban County Budget and Program Amendment Fiscal Year 26 & 27
   b. Resolution 2016-01 A Resolution Adopting the Work Plan and Budget for Year 29 Urban County
   c. Ordinance 2016-01 An Ordinance Amending The Code of Ordinances Relating to Handguns
   d. Discussion, Consideration, and Possible Action on Contract with Linebarger, Goggan, Blair & Sampson, LLP for Collection of Delinquent Court Fines and Fees
   e. Resolution 2016-02 A Resolution Authorizing Collection Fees for the Delinquent Court Fines and Fees
   f. Discussion, Consideration, and Possible Action on Service Agreement between Sullivan City Municipal Court and Traffic Payment.com
   g. Discussion, Consideration, and Possible Action on Emergency Ambulance Agreement

h. Discussion, Consideration, and Possible Action on Business Permits for:
    a. Empanadas El Chamo located at 649 E. Expressway 83
    b. Humberto Chavez Jr. located at 530 E. Expressway 83
    c. Car Wash and Oil Change located at 687 Expressway 83

i. Approval of Minutes for meetings held in November 05 and November 12, 2015 and meetings held on December 07, December 10, and December 31, 2015.

4. Executive Session
    a. Discussion of Pending Litigation
    b. Personnel

Return from Executive Session
    a. Discussion of Current Litigation
    b. Personnel

5. New Business:
    a. Sullivan City Memorial Cemetery Clerk Duties and Wages
    b. Sullivan City Municipal Court Great Round Up

6. Old Business:
    a. Police Department Monthly Report
    b. Update on Stone Garden Grant
    c. Update on Starr County Annexation
    d. Discussion of Solid Wastes Services
    e. Update on Urban County Conventional Lighting Project

7. Public Comments

8. Adjournment

CERTIFICATION OF POSTING

STATE OF TEXAS
COUNTY OF HIDALGO
SULLIVAN CITY

I, Rosendo Benavides, certify that I posted a true and correct copy of the foregoing notice of this agenda at a place accessible to the public at 5:00 pm on February 1, 2016 at least 72 hours prior to said meeting.

Judy Davila, City Manager
For Rosendo Benavides, Mayor

City of Sullivan City
Regular Called Meeting

Thursday, February 04, 2016 @ 6:30 p.m.

SIGN IN LOG

NAME	ADDRESS	PHONE NUMBER
Patrick Chalure	902 S Palm Ct Dr Harlingen 78552	305 431 0913
Dina Pena	2495 Date Palm PSJC 78582	956-240-4070
Leonel Garcia	216 Centro Dr Sullivan City TX	956-342-3361
Angelina Amendarez Mendez		956 342 0973
Adriana Rodriguez	506 W. Expwy 83	956-212-0968
Lenny Ponce	1415 W. Owassa Rd Edg.	686-5353
David delos Santos	1415 W. Owassa Rd Edg. Tx	686-5353
Jesse A. Gomez	1415 W. Owassa Rd Edg. Tx	686-5353
Angie B. Bermea	PO Box 532 Sullivan City	780-46
Raul Alfaro		956-472-6275
Sarah Rosales	1211 El Pinto RD	956-485-9208
Saul Flores	P.O Box 218 Sullivan	956-485-2828
Berenice Garcia		956-533-4153
Veronica Fuentes	708 Palo Blanco ST Sullivan	458-4423
Maria Fuentes	719 Crespin St. Sullivan	717-8124
Jose Bracamontes	P.O. BX 1269 Sullivan City	485-9516
Jael Bracamontes		485-9516
Damian A Saenz		956-392-7012
Gus Martinez	205 S. Pin Oak	956-289-7880
Rita Flores	316 Sullivan City Dr.	956-735-3218
Veronica Gutierrez	325 Olmo St	956.209.2054
Luz M. DeCroix	Mission	N/A
Rene Pena		956-600-3185
Judy Davila	500 Centro DR	485-2828

AI-53607 Urban County 15. E.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." The Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Texas Cordia Construction, LLC in the amount of $986,188.50. UCP funds from FYs 26, 27 & 28 (2013, 2014 & 2015) Street Improvements line items and Precinct No. 1 CO2015A funds will be utilized.

BACKGROUND

The Urban County Program requested and received bids on February 11, 2016. The lowest responsible bidder meeting all specifications and requirements was Bearkat Construction, LLC. However, the second lowest bidder, being Texas Cordia Construction, LLC is a Section 3 Certified Contractor and has opted to match the lowest bid submitted by Bearkat Construction, LLC. Therefore, as per the approved Section 3 plan, we are recommending that Texas Cordia Construction, LLC be awarded this contract. The project will provide street and drainage improvements to Old La Blanca Road (Mile 10-12) within Precinct No. 1. Please see attached letter of recommendation by the project engineer (LeFevre Engineering & Management Consulting, LLC.), contractor's acceptance letter, bid tabulation sheet, contract and certificate of liability insurance.

Contractor: Texas Cordia Construction, LLC

Funds Available:
$256,323.13 FY 26 (2013) Street Improvements (Interlocal between Granjeno & Pct. 1)
$ 67,041.03 FY 27 (2014) Street Improvements
$292,616.00 FY 28 (2015) Street Improvements

Precinct No. 1: $370,208.34 6-1347-431-00-121-208-0-721 CO2015 A – Pct. 2 Old La Blanca Rd.

Total: $986,188.50

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 11:33 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Regalado Started On: 03/02/2016 10:52 AM

Final Approval Date: 03/04/2016

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: February 11, 2016 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hidalgo County Precinct No. 1 Street Improvements to: Old La Blanca Rd. (Mile 10-12) Phase 2"

BID NO: 5013/14/15-91-0311-5000-9100-UCP-ML | **PROCURMENT SPECIALIST:**

Addendums No. 1 & 2 required

RFB NO.	NAME OF COMPANY	ADDENDUMS 1 & 2 ACKNOWLEDGED	BID PRICE	ALTERNATE NO. 1	BID BOND OR CHECK INCLUDE
#1	Jimmy Closner & Sons Construction Co., Inc.	Addendum 1 & 2 Acknowledged	$718,297.80	$84,845.00	Bid Bond Included
#2	Bearkat Construction, LLC	Addendum 1 & 2 Acknowledged	$553,216.50	$432,972.00	Bid Bond Included
#3	Texas Cordia Construction, LLC	Addendum 1 & 2 Acknowledged	$555,055.00	$450,910.00	Bid Bond Included
#4	RDH Site and Concrete, LLC	Addendum 1 & 2 Acknowledged	$554,004.70	$453,861.10	Bid Bond Included
#5	Foremost Paving, Inc.	Addendum 1 & 2 Acknowledged	$601,273.00	$416,987.00	Bid Bond Included
#6	2GS, LLC	Addendum 1 & 2 Acknowledged	$579,333.25	$460,692.25	Bid Bond Included
#7	SAL Construction Management, LLC	Addendum 1 & 2 Acknowledged	$811,318.25	$679,053.25	Bid Bond Included
#8					

TYPED AS READ OFF BID SHEETS, AMOUNTS NOT VERIFIED/CALCULATED

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

February 19, 2016

Comm. A.C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596

Re: Hidalgo Co. Urban County Program – Old La Blanca Road (Mile 10 to 12)
Paving and Drainage Improvements – UCP No. 5013/14/15-91-0311-5000-9100-UCP-ML
LEMC No. 187

Dear Commissioner Cuellar:

On Thursday, February 11, 2016, bids were received and opened for Old La Blanca Rd. (Mile 10 to 12) Paving and Drainage Improvements Project located in Hidalgo County, Texas. A total of seven (7) bids were received, in which, LeFevre Engineering & Management Consulting, LLC (LEMC) reviewed the submitted proposals and compiled the bid tabulation as attached.

After the review of the Bid Tabulations, LeFevre Engineering & Management Consulting, LLC confirmed that Bearkat Construction, LLC was the lowest bidder for the Base Bid plus Alternate No. 1 in the amount of **$986,188.50.** However, Hidalgo Urban County reviewed all bids submitted and Texas Cordia Construction, LLC is currently Section 3 Certified as per 24 CFR Part 135, whereas Bearkat Construction, LLC is not. Therefore, Texas Cordia Construction, LLC had the preference in matching the lowest bidder's amount for the Base Bid plus Alternate No. 1 ($986,188.50) for this project, in which they did on a letter submitted on February 15, 2016.

In review of the tabulated items and provided information, LEMC recommends:

Texas Cordia Construction, LLC with matching the Low Bid in the amount of

Base Bid - $553,216.50
Alternate Bid - $432,972.00

Base + Alt. = $986,188.50

It has been LEMC's pleasure to work with Hidalgo Urban County on this project, and look forward to continue to do so. Should you have any questions or concerns, please do not hesitate to contact our office at (956) 687-5362.

Sincerely,

Emigdio "Milo" Salinas, PE
Project Engineer

Enclosures:
cc: Monica Leal,, Program Specialists, HC Urban County Project

FINAL BID TABULATION
FOR
Old La Blanca Road (Mile 10 N. Rd.) - Street Improvements
UCP No. 5013/14/15-01-0311-5000-0100-UCP-ML

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.5362
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
Civil Engineering
Environmental Engineering
Planning
Project Management

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
				BIDDER #1		BIDDER #2		BIDDER #3		BIDDER #4		BIDDER #5		BIDDER #6		BIDDER #7	
				Bearkat Construction, LLC		Texas Cordia Construction		RDH Site and Concrete, LLC		Foremost Paving, Inc.		2GS, LLC dba Earthworks Enterprise		Jimmy Closner & Son's Construction Co., Inc.		Sal Construction Management, LLC	
P169 Old La Blanca Road (Mile 10 N. Rd.)																	
				General Project													
1-1	Traffic control plan signed and sealed by a professional engineer licensed in Texas	LS	1	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 2,000.00	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ 3,500.00	$ 3,500.00	$ 7,000.00	$ 7,000.00	$ 6,500.00	$ 6,500.00
1-2	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.	LS	1	$ 20,000.00	$ 20,000.00	$ 9,000.00	$ 9,000.00	$ 2,000.00	$ 2,000.00	$ 21,000.00	$ 21,000.00	$ 36,000.00	$ 36,000.00	$ 8,000.00	$ 8,000.00	$ 11,000.00	$ 11,000.00
	Total General Project				$ 25,000.00		$ 14,500.00		$ 4,000.00		$ 29,000.00		$ 39,500.00		$ 15,000.00		$ 17,500.00
				BASE BID - Old La Blanca Road (Mile 10 to 11)													
2-1	Place 2-inch Hot Mix Asphalt Concrete Type "D" (2-inch compacted thickness) to a width of 24-ft according to the plans and specifications; complete in place.	SY	13686	$ 12.00	$ 164,232.00	$ 11.00	$ 150,546.00	$ 13.25	$ 181,339.50	$ 10.00	$ 136,860.00	$ 11.00	$ 150,546.00	$ 11.70	$ 160,126.20	$ 12.25	$ 167,653.50
2-2	Prime Coat (MC-30) (0.2 GAL/SY), according to the plans and specifications; complete in place.	GAL	2738	$ 8.50	$ 23,273.00	$ 7.00	$ 19,166.00	$ 7.00	$ 19,166.00	$ 4.00	$ 10,952.00	$ 5.00	$ 13,690.00	$ 4.50	$ 12,321.00	$ 7.50	$ 20,535.00
2-3	8-inch Flexible Base (Salvaged use of flexible pavement and salvaged caliche will require lime treatment where as the additional caliche needed will not). The salvaged material shall be treated with the addition of 3% lime by dry weight of salvaged material. The salvaged material shall be compacted to minimum 95 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D698) at moisture contents ranging between (-2) and (+3) percentage points from optimum moisture.	SY	15989	$ 6.00	$ 95,934.00	$ 7.00	$ 111,923.00	$ 4.95	$ 79,145.55	$ 4.50	$ 71,950.50	$ 7.25	$ 115,920.25	$ 10.10	$ 161,488.90	$ 15.75	$ 251,826.75
2-4	8-inch Lime Treated Subgrade (3.5%) to within (-2) to (+3) points from optimum moisture	SY	15989	$ 4.50	$ 71,950.50	$ 5.00	$ 79,945.00	$ 4.47	$ 71,470.83	$ 3.50	$ 55,961.50	$ 5.00	$ 79,945.00	$ 5.40	$ 86,340.60	$ 4.75	$ 75,947.75
2-5	Furnish and Install Striping according to County Specifications; complete in place	LS	1	$ 3,500.00	$ 3,500.00	$ 16,000.00	$ 16,000.00	$ 6,000.00	$ 6,000.00	$ 16,000.00	$ 16,000.00	$ 18,000.00	$ 18,000.00	$ 34,200.00	$ 34,200.00	$ 19,300.00	$ 19,300.00
2-6	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	514	$ 52.00	$ 26,728.00	$ 44.00	$ 22,616.00	$ 36.23	$ 18,622.22	$ 52.00	$ 26,728.00	$ 48.00	$ 24,672.00	$ 70.00	$ 35,980.00	$ 65.00	$ 33,410.00
2-7	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	1397	$ 20.00	$ 27,940.00	$ 14.00	$ 19,558.00	$ 19.80	$ 27,660.60	$ 38.00	$ 53,086.00	$ 20.00	$ 27,940.00	$ 21.30	$ 29,756.10	$ 8.00	$ 11,176.00
2-8	Furnish and install 15-inch HPP according to the plans and specifications; complete in place	LF	1526	$ 30.00	$ 45,780.00	$ 20.00	$ 30,520.00	$ 40.00	$ 61,040.00	$ 35.00	$ 53,410.00	$ 15.00	$ 22,890.00	$ 35.00	$ 53,410.00	$ 40.00	$ 61,040.00
2-9	Remove Existing Culvert Pipe (if applicable; dispose as per Hidalgo County Precinct No. 1 requirement) and install an 18-inch Reinforced Concrete Pipe (RCP) Class IV with sloped end sections, according to the plans and specifications; complete in place	LF	496	$ 24.00	$ 11,904.00	$ 51.00	$ 25,296.00	$ 60.00	$ 29,760.00	$ 75.00	$ 37,200.00	$ 60.00	$ 29,760.00	$ 110.00	$ 54,560.00	$ 120.00	$ 59,520.00
2-10	Furnish and install 24-inch HPP according to the plans and specifications; complete in place	LF	73	$ 35.00	$ 2,555.00	$ 29.00	$ 2,117.00	$ 45.00	$ 3,285.00	$ 50.00	$ 3,650.00	$ 40.00	$ 2,920.00	$ 65.00	$ 4,745.00	$ 57.25	$ 4,179.25
2-11	Furnish and install 36-inch HPP according to the plans and specifications; complete in place	LF	773	$ 40.00	$ 30,920.00	$ 66.00	$ 51,018.00	$ 55.00	$ 42,515.00	$ 75.00	$ 57,975.00	$ 50.00	$ 38,650.00	$ 90.00	$ 69,570.00	$ 83.00	$ 64,159.00
2-12	Furnish and install Grate Inlet Type "C" w/ concrete apron according to the plans and specifications; complete in place	EA	3	$ 4,500.00	$ 13,500.00	$ 2,700.00	$ 8,100.00	$ 2,000.00	$ 6,000.00	$ 4,000.00	$ 12,000.00	$ 3,800.00	$ 11,400.00	$ 3,500.00	$ 10,500.00	$ 5,357.00	$ 16,071.00

FINAL BID TABULATION
FOR
Old La Blanca Road (Mile 10 N. Rd.) - Street Improvements
UCP No. 5013/14/15-91-0311-5000-9100-UCP-ML

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	BIDDER #1 Bearkat Construction, LLC UNIT PRICE	BIDDER #1 TOTAL PRICE	BIDDER #2 Texas Cordia Construction UNIT PRICE	BIDDER #2 TOTAL PRICE	BIDDER #3 RDH Site and Concrete, LLC UNIT PRICE	BIDDER #3 TOTAL PRICE	BIDDER #4 Foremost Paving, Inc. UNIT PRICE	BIDDER #4 TOTAL PRICE	BIDDER #5 2GS, LLC dba Earthworks Enterprise UNIT PRICE	BIDDER #5 TOTAL PRICE	BIDDER #6 Jimmy Clesner & Son's Construction Co., Inc. UNIT PRICE	BIDDER #6 TOTAL PRICE	BIDDER #7 Sal Construction Management, LLC UNIT PRICE	BIDDER #7 TOTAL PRICE
P189 Old La Blanca Road (Mile 10 N. Rd.)																	
2-13	Furnish and Install Concrete Rip-Rap w/ 36-inch Outfall located near the intersection of Old La Blanca Rd. and Sioux Rd. according to the plans and specifications; complete in place	LS	1	$ 10,000.00	$ 10,000.00	$ 3,750.00	$ 3,750.00	$ 4,000.00	$ 4,000.00	$ 36,500.00	$ 36,500.00	$ 3,500.00	$ 3,500.00	$ 5,300.00	$ 5,300.00	$ 9,000.00	$ 9,000.00
	BASE BID Total OLB Rd. (Mile 10 to 11)				$ 528,216.50		$ 540,555.00		$ 550,004.70		$ 572,273.00		$ 539,833.25		$ 718,297.80		$ 793,818.25
	ALTERNATE NO. 1- Old La Blanca Road (Mile 11 to 12)																
ALT-1	Place 2-inch Hot Mix Asphalt Concrete Type "D" (2-inch compacted thickness) to a width of 24-ft according to the plans and specifications; complete in place.	SY	14145	$ 12.00	$ 169,740.00	$ 11.00	$ 155,595.00	$ 13.25	$ 187,421.25	$ 10.00	$ 141,450.00	$ 11.00	$ 155,595.00	$ 11.70	$ 165,496.50	$ 12.25	$ 173,276.25
ALT-2	Prime Coat (MC-30) (0.2 GAL/SY), according to the plans and specifications; complete in place.	GAL	2829	$ 8.50	$ 24,046.50	$ 7.00	$ 19,803.00	$ 7.00	$ 19,803.00	$ 4.00	$ 11,316.00	$ 5.00	$ 14,145.00	$ 4.50	$ 12,730.50	$ 7.50	$ 21,217.50
ALT-3	8-inch Flexible Base (Salvaged use of flexible pavement and salvaged caliche will require lime treatment where as the additional caliche needed will not). The salvaged material shall be treated with the addition of 3% lime by dry weight of salvaged material. The salvaged material shall be compacted to minimum 95 percent of the maximum dry density as determined by the standard moisture density relation (ASTM D698) at moisture contents ranging between (-2) and (+3) percentage points from optimum moisture.	SY	16515	$ 6.00	$ 99,090.00	$ 7.00	$ 115,605.00	$ 4.95	$ 81,749.25	$ 4.50	$ 74,317.50	$ 7.25	$ 119,733.75	$ 10.10	$ 166,801.50	$ 15.75	$ 260,111.25
ALT-4	8-inch Lime Treated Subgrade (3.5%) to within (-2) to (+3) points from optimum moisture	SY	16515	$ 4.50	$ 74,317.50	$ 5.00	$ 82,575.00	$ 4.47	$ 73,822.05	$ 3.50	$ 57,802.50	$ 5.00	$ 82,575.00	$ 5.40	$ 89,181.00	$ 4.75	$ 78,446.25
ALT-5	Furnish and Install Striping according to County Specifications; complete in place	LS	1	$ 3,500.00	$ 3,500.00	$ 16,000.00	$ 16,000.00	$ 6,000.00	$ 6,000.00	$ 16,000.00	$ 16,000.00	$ 18,000.00	$ 18,000.00	$ 34,200.00	$ 34,200.00	$ 19,300.00	$ 19,300.00
ALT-6	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	295	$ 52.00	$ 15,660.00	$ 44.00	$ 9,020.00	$ 36.23	$ 7,427.15	$ 52.00	$ 10,660.00	$ 48.00	$ 9,840.00	$ 70.00	$ 14,350.00	$ 66.00	$ 13,325.00
ALT-7	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	858	$ 20.00	$ 13,180.00	$ 14.00	$ 9,212.00	$ 19.80	$ 13,028.40	$ 52.00	$ 34,216.00	$ 20.00	$ 13,160.00	$ 21.30	$ 14,015.40	$ 8.00	$ 5,264.00
ALT-8	Remove and replace existing caliche driveway, according to the plans and specifications; complete in place	SY	86	$ 20.00	$ 1,720.00	$ 8.00	$ 688.00	$ 15.00	$ 1,290.00	$ 50.00	$ 4,300.00	$ 7.25	$ 623.50	$ 15.00	$ 1,290.00	$ 8.00	$ 688.00
ALT-9	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place	LF	815	$ 30.00	$ 24,450.00	$ 20.00	$ 16,300.00	$ 40.00	$ 32,600.00	$ 35.00	$ 28,525.00	$ 20.00	$ 16,300.00	$ 35.00	$ 28,525.00	$ 47.00	$ 38,305.00
ALT-10	Remove Existing Culvert Pipe (if applicable; dispose as per Hidalgo County Precinct No. 1 requirement) and Install an 18-inch Reinforced Concrete Pipe (RCP) Class IV with sloped end sections, according to the plans and specifications; complete in place	LF	512	$ 24.00	$ 12,288.00	$ 51.00	$ 26,112.00	$ 60.00	$ 30,720.00	$ 75.00	$ 38,400.00	$ 60.00	$ 30,720.00	$ 110.00	$ 56,320.00	$ 135.00	$ 69,120.00
	ALTERNATE NO. 1 Total OLB Rd. (Mile 11 to 12)				$ 432,972.00		$ 450,910.00		$ 453,861.10		$ 416,987.00		$ 460,692.25		$ ★ 582,909.90		$ 679,053.25
	BASE BID TOTAL OLB RD. (MILE 10 TO 11)				$ 553,216.50		$ 555,055.00		$ 554,004.70		$ 601,273.00		$ 579,333.25		$ 733,297.80		$ 811,318.25
	ALTERNATE NO. 1 TOTAL OLB RD. (MILE 10 TO 11)				$ 432,972.00		$ 450,910.00		$ 453,861.10		$ 416,987.00		$ 460,692.25		$ 582,909.90		$ 679,053.25
	GRAND TOTAL(BASE BID + ALTERNATE NO. 1)				$ 986,188.50		$ 1,005,965.00		$ 1,007,865.80		$ 1,018,260.00		$ 1,040,025.50		$ ★ 1,316,207.70		$ 1,490,371.50

★ *Mathematical Error*

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

812 Nolana, Suite 620
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5362

February 15, 2016

Texas Cordia Construction, LLC
Mrs. Yara Corbitt, Owner
3149-A Center Pointe Dr.
Edinburg, Texas 78539

Re: Section 3 Certified Preference
Hidalgo County Urban County Program – Old La Blanca Rd. (Mile 10 to 12)
Bid No. 5013/14/15-91-0311-5000-9100 UCP-ML

Dear Mrs. Corbitt,

A bid opening was held on February 11, 2016, where seven bids were received for the "Hidalgo County Urban County Program – Old La Blanca Rd. (Mile 10 to 12).

After the review of the Bid Tabulations, LeFevre Engineering & Management Consulting, LLC has confirmed that Bearkat Construction, LLC is the lowest bidder for the Base Bid plus Alternate No. 1 in the amount of **$986,188.50.** Urban County has reviewed all bids submitted and Texas Cordia Construction, LLC is currently Section 3 Certified as per 24 CFR Part 135. Therefore, Texas Cordia Construction, LLC will now have preference in matching the lowest bidder's amount for the Base Bid plus Alternate No. 1 ($986,188.50) for this project.

Please check one of the following:

☑ Texas Cordia Construction, LLC **AGREES** to match lowest bidder amount for the Base Bid plus Alternate No. 1 of $986,188.50.

☐ Texas Cordia Construction, LLC **DOES NOT** agree to match lowest bidder amount for the Base Bid plus Alternate No. 1 of $986,188.50.

Please feel free to call LeFevre Engineering and Management Consulting, LLC at (956) 687-5362 should you have any questions, or would like to discuss this matter.

Sincerely,

Emigdio Salinas, P.E., Senior Project Engineer
LeFevre Engineering & Management Consulting, LLC

CC: Ms. Monica Leal, Urban County Program, Program Coordinator
Hidalgo County Precinct No. 1

TEXAS CORDIA CONSTRUCTION

3149-A Center Pointe Drive
Edinburg, TX 78539
O: 956-627-6181
F: 956-386-0289

February 19, 2016

Hidalgo County Urban County Program
Monica Leal
UPC Program Coordinator
427 East Duranta, Ste. 107
Alamo, Texas 78516

Re: Section 3 Certified Preference
Hidalgo County Urban County Program – Old La Blanca Rd. (Mile 10 -12)
Bid No. 5013/14/15-91-0311-5000-9100-UCP-ML

Dear Ms. Monica Leal:

Please consider this formal notice that Texas Cordia Construction, LLC agrees to match the lowest bidder amount of $986,188.50.

Thank you for your consideration. Please feel free to call with any questions or concerns. We look forward to working with you.

Respectfully

Yara M. Corbitt, P.E.
President

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

February 23, 2016

Hidalgo County - Urban County Program
Attn: Diana R. Serna, Director
3304 West Alberta
Edinburg, TX 78539

RE: Old La Blanca Rd. from Mile 10N to Mile 12N

Dear Ms. Serna,

Based on the lowest qualified bidder, the cost for design and construction of Old La Blanca Road from Mile 10N to Mile 12N is approximately $986,188.50. Precinct 1 has available $615,980.16 through its Urban County Program allocation.

Please let this serve as a formal notice that Hidalgo County Precinct 1 will fund the overrun of $370,208.34 through the following account#:

6-1347-431-00-121-208-0-721 CO2015A – PCT1 OLD LA BLANCA RD

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Respectfully submitted,

Raul Lozano
Hidalgo County Precinct No. 1

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

CONSTRUCTION CONTRACT

This Agreement entered into this **8th day of March 2016** 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 **Texas Cordia Construction, LLC (a corporation)** (a partnership) (an individual) of **Edinburg** 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 CountyPrecinct No. 1 – Street Improvements Project to Old La Blanca Rd. (Mile 10-12) Phase 2**
PROJECT No.:	**5013/14/15-91-0311-5000-9100-UCP-ML**
PROJECT DESCRIPTION:	**Drainage and Reconstruction of existing asphalt pavement for Mile 10-12 North Road**

heinafter called the project, for the sum of **($986,188.50) Nine hundred Eighty –Six thousand one hundred eighty-eight dollars and fifty 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 **240** 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 four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Yara M. Corbitt, President

Name of Firm: Texas Cordia Construction, LLC

Address: 3149-A Center Pointe Drive
Edinburg, TX 78539

Federal I.D./S.S.: 452590990

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 2016,

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/24/2016

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
Brown & Brown Lone Star Insurance Services Inc
1717 North Sam Houston Pkwy #115
Houston TX 77038

CONTACT NAME:
PHONE (A/C, No, Ext): 281-260-2000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Travelers Prop Cas. Co of Amer	25674
INSURER D : Hartford Underwriters Ins Co	30104
INSURER E :	
INSURER F :	

INSURED TEXAS25
Texas Cordia Construction, LLC
Cordia Sue, LLC
3149 A Center Pointe Dr
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 2067878911 **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	Y	Y	61UENQI0294	8/1/2015	8/1/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$excluded
							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							$
B	AUTOMOBILE LIABILITY	Y	Y	61UENQI0294	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							UM limit	$1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR	Y	Y	ZUP51M3866015NF	8/1/2015	8/1/2016	EACH OCCURRENCE	$2,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	61WEQI0295	8/1/2015	8/1/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Equipment Leased or Rented			61MSZP9263	8/1/2015	8/1/2016	Limit per item Limit per occurrence	$100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Auto & General Liability - The policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Auto, General Liability & WC - The policies include a blanket waiver of subrogation endorsement that waives the underwriters rights of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
See Attached...

CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 E. 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

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AGENCY CUSTOMER ID: TEXAS25

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Lone Star Insurance Services Inc	Texas Cordia Construction, LLC Cordia Sue, LLC 3149 A Center Pointe Dr Edinburg TX 78539
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Ref:Hidalgo County Urban County Program
Hidalgo County Precinct No. 1
Old La Blanca Road Rd. (Mile 10 to 12)
Bid No. 5013/14/15-91-0311-5000-9100-UCP-ML

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-13566

Date Filed:
02/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Cordia Construction, LLC
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County - Urban County Program

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
5013/14/15-91-0311-5000-9100
Street Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Heredia, Isaac	Edinburg, TX United States	X	
Corbitt, Yara	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Yara M. Corbitt, P.E., this the 15th day of February, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Isabel G. Martinez Printed name of officer administering oath	Administrative Assistant Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-13566

Date Filed:
02/15/2016

Date Acknowledged:
02/18/2016

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Edinburg, TX United States

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Hidalgo County - Urban County Program

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5013/14/15-91-0311-5000-9100
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I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF LIABILITY INSURANCE

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	E-MAIL ADDRESS:	

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INSURER E :	
INSURER F :	

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							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
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	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							UM limit	$1,000,000
C	UMBRELLA LIAB OCCUR	Y	Y	ZUP51M3866015NF	8/1/2015	8/1/2016	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	61WEQI0295	8/1/2015	8/1/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
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CERTIFICATE HOLDER

Hidalgo County Urban County Program
427 E. Duranta Ave., Suite 107
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AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: TEXAS25

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Lone Star Insurance Services Inc	Texas Cordia Construction, LLC Cordia Sue, LLC 3149 A Center Pointe Dr Edinburg TX 78539
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

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THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Ref:Hidalgo County Urban County Program
Hidalgo County Precinct No. 1 -
Old La Blanca Road Rd. (Mile 10 to 12)
Bid No. 5013/14/15-91-0311-5000-9100-UCP-ML

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[[Page 707]]

(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.....	1\1/2\% 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.

Agenda Request Compliance Check-list

Submitted by: Monica L.

____ **Selection of Engineer, Architects & Material Testing Firms**

- — Agenda Sheet (signed by Deputy Director & Finance Division)
- ___ Rating Sheets by three rating agents
- _ Ranking Grids 1) with Rating Agents Names 1) without Rating Agent Names

_____ **Approval of Contract for Professional Services Engineer/Architects/Material Testing Firms**

- Agenda Sheet (Signed by Deputy Director & Finance Division)
- Best & Final Offer Letter/E-mail
- Exhibit A- Scope of Service & Hourly Rate Breakdown
- Cert. of Insurance: Section XVII Agreement
  1. Auto ins. $300,000.00 for Bodily Injury / $100,000.00 Property Damages
  2. Uninsured/Underinsured Motorist coverage equal to bodily injury limits
  3. Workers Compensation Insurance
- Copy of Contract

✓ **Approval of Construction Contracts**

- ✓ Agenda Sheet (Signed by Deputy Director & Finance Division)
- ✓ Letter from Engineer/Architect with recommendation for approval
- ✓ Bid tabulation sheet
- ✓ Certificate of Insurance
  1. Auto ins. $300,000.00 for Bodily Injury / $100,000.00 Property Damages
  2. Uninsured/Underinsured Motorist coverage equal to bodily injury limits
  3. Workers Compensation Insurance
- ✓ Copy of Contract
- ✓ HB 1295 form and Acknowledgement

AI-53608 Urban County 15. F.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of Mercedes is requesting authority to purchase playground equipment for Saladino Park. Purchase will be made from Park Place Recreation Designs, Inc. (contract # 423-13) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase including shipping is $18,186.00, utilizing FY 28 (2015) City of Mercedes Parks, Recreational Facility funds.

BACKGROUND

The purchase of park equipment will be for Saladino Park. Delivery is expected within 4 weeks.

Vendor: Park Place Recreation Designs, Inc.
Purchase Amount: $18,186.00
Funds Available: $38,670.00 FY 28 (2015) Parks, Recreational Facility

---

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 11:33 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Regalado Started On: 03/02/2016 10:57 AM

Final Approval Date: 03/04/2016

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 Contacted: Bob Ahrens

Name: Park Place Recreation Designs, Inc. 423-13 Phone: 1-800-626-0238

Item #	Description of Items	Quantity	List Price Per Unit	COOP Price Per Unit	Miracle Sale Price	Total Amount
1	#714-S437J Playscape	1	23,402.00	19,892.00	16,990.00	16,990.00
2	#1268 Bench 8' @ $588.00 ea.	2	1,176.00	1,000.00	0.00	1,000.00
	*#1268 currently not on sale so BuyBoard Discount					
	Shipping - No BuyBoard Discount					
	Shipping/Freight (Applies to #1268 only) No		1,565.00	1,565.00	196.00	**196.00**
					TOTAL	**18,186.00**

Recommendation: The City recommends purchase of the Playscape for the Saladino Park.

Requested By: Olga Rosas 02/09/16

(USE BLUE INK Date

(USE BLUE INK) 2/24/16

Date

RECEIVED

FEB - 9 2016

URBAN COUNTY PROGRAM

PARK PLACE
RECREATION DESIGNS INC.
Fun Stuff!

www.miracleplayplace.com
BuyBoard
Approved Vendor-Proposal # 423-13
www.buyboard.com

City of Mercedes
Saladino Park
Quote#: 0916-0023
January 14, 2016

Park Place Recreation Designs, Inc.
PO Box 18186
San Antonio, TX 78218
800-626-0238 Fax 210-832-0115

QTY	DESCRIPTION	LIST PRICE	BUY BOARD PRICE (#423-13)	MIRACLE SALE PRICE
1	#714-S437J	$ 23,402.00	$ 19,892.00	$ 16,990.00 ← miracle
2	#1268 Bench 8ft ($588 each)	$ 1,176.00	$ 1,000.00	$ 1,000.00 *
	Shipping-*no BuyBoard discount*	$ 1,565.00	$ 1,565.00	$ 196.00 **
	GRAND TOTAL	$ 26,143.00	$ 22,457.00	$ 18,186.00
	* #1268 currently not on sale so BuyBoard Discount applies			
	** Shipping charges apply only to #1268			

City of Mercedes
Saladino Park
714-S437



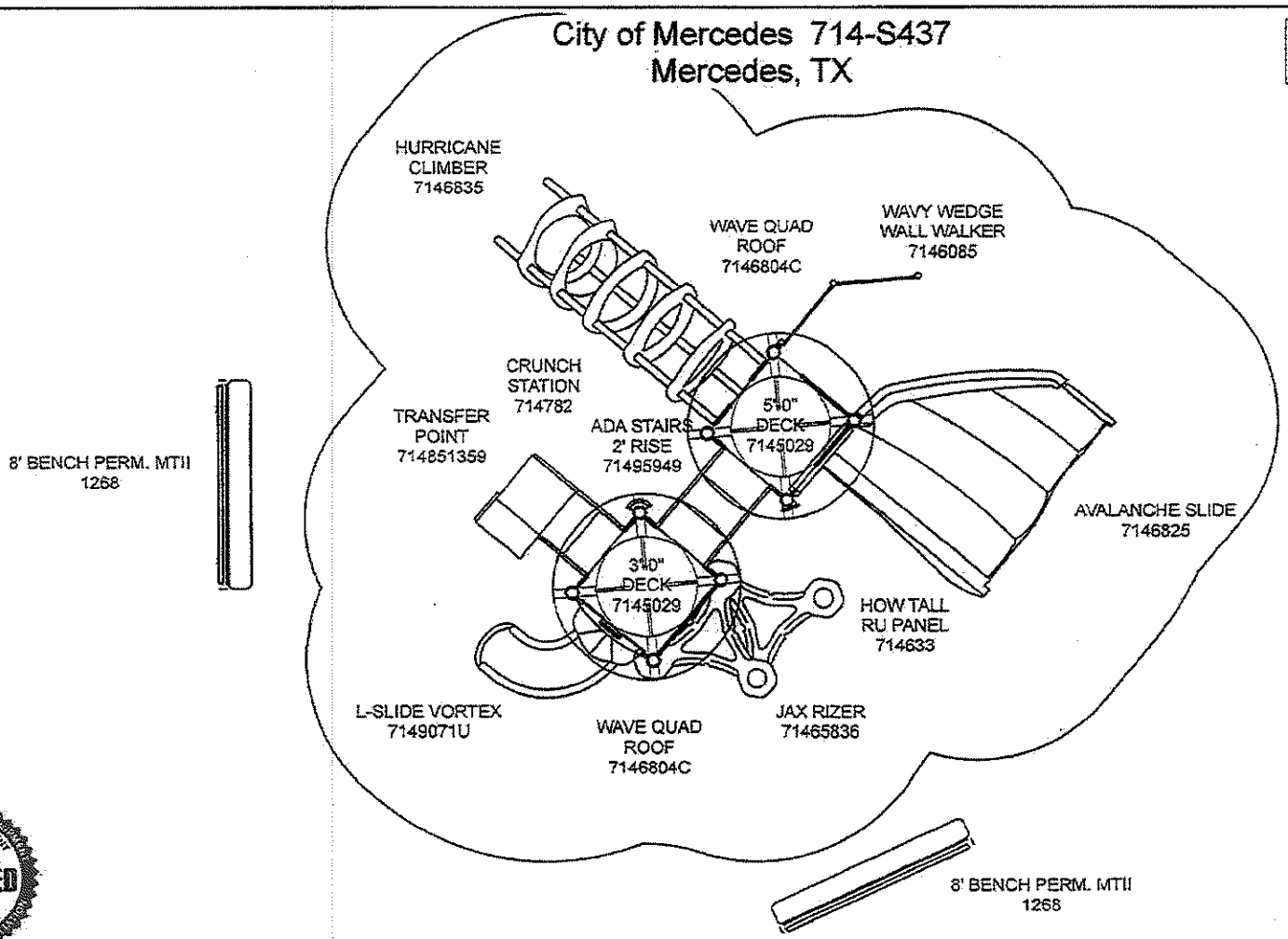
PARK PLACE
RECREATION DESIGNS INC.

Miracle
in Texas

City of Mercedes 714-S437
Mercedes, TX

AGE GROUP: 5-12		
ELEVATED PLAY ACTIVITIES - TOTAL:	5	RECD: 2
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	5	RECD: 2
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	RECD: 0
GROUND LEVEL ACTIVITY TYPE:	3	RECD: 2
GROUND LEVEL QUANTITY:	3	RECD: 3

AGES 5-12 YEARS



IPEMA CERTIFIED ASTM F1487

Miracle

PARK PLACE RECREATION DESIGNS, INC.
P.O. Box 18186
San Antonio,TX
PHONE NO: (210) 821-5878
FAX NO: (210) 832-0115

009_42383377428

GROUND SPACE: 25'-6" x 22'-6"

PROTECTIVE AREA: 37'-0" x 32'-6"

DRAWN BY: Bob Ahrens | DATE: 1/14/2016

✓ COMPLIES TO ASTM/CPSC

✓ COMPLIES TO ADA

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

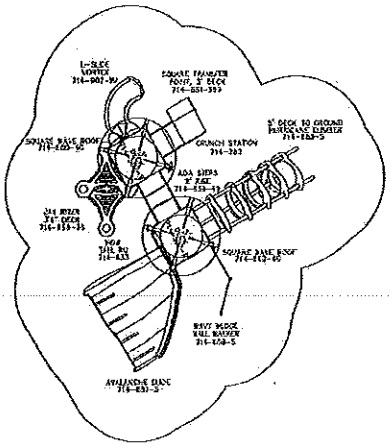
AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

SALE PRICE $16,990
LIST PRICE: $26,202
MODEL#: 718-S437J

FOR KIDS AGES: 5 TO 12
PROTECTIVE AREA: 34' X 39'
SHIPPING WEIGHT: 3,005 LBS

ELEVATED PLAY ACTIVITIES: 5
GROUND LEVEL PLAY ACTIVITIES: 2
PLAY AREA CAPACITY: 45-55

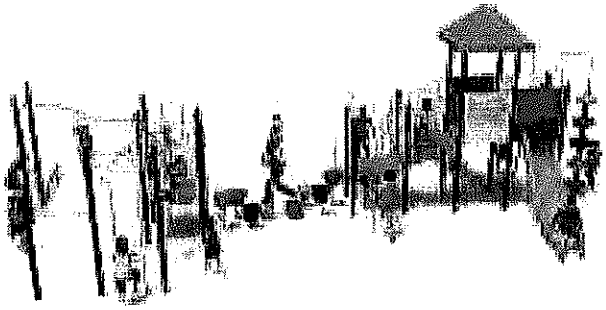


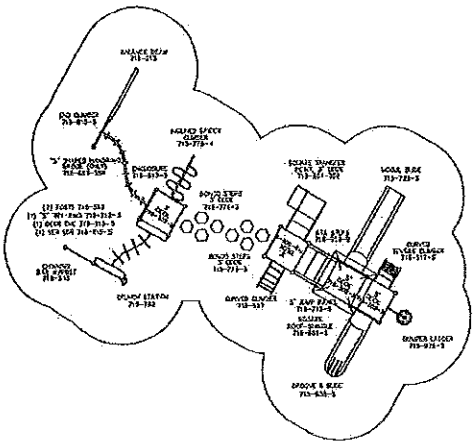


SALE PRICE $16,700
LIST PRICE: $20,733
MODEL#: 718-S059J

FOR KIDS AGES: 5 TO 12
PROTECTIVE AREA: 50' X 46'
SHIPPING WEIGHT: 3,010 LBS

ELEVATED PLAY ACTIVITIES: 10
GROUND LEVEL PLAY ACTIVITIES: 4
PLAY AREA CAPACITY: 65-75



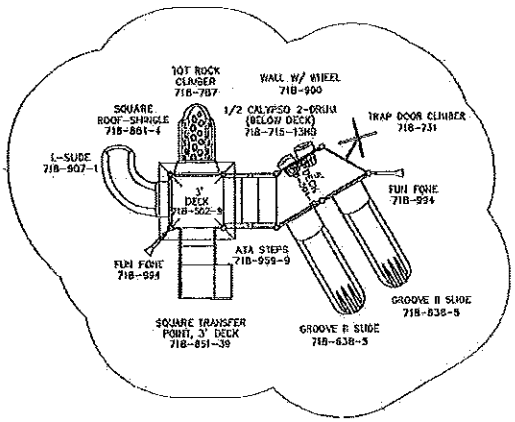


SALE PRICE $9,400
LIST PRICE: $15,649
MODEL#: 718-S075J

FOR KIDS AGES: 2 TO 12
PROTECTIVE AREA: 34' X 27'
SHIPPING WEIGHT: 2,035 LBS

ELEVATED PLAY ACTIVITIES: 6
GROUND LEVEL PLAY ACTIVITIES: 2
PLAY AREA CAPACITY: 30-40





Model	*Description*	*Weight*	*Price*
System BN			
12021	BENCH FRAME ONLY HEAVY DUTY-PERM	70	$206
12031	BENCH FRAME ONLY HEAVY DUTY-PORT	45	$276
1214	SWINGING PARK BENCH, STEEL-PERM	200	$937
1228I	8' REDWOOD DBL PEDESTAL FLAT BENCH, MC-ING	125	$488
1228P	8' REDWOOD DBL PEDESTAL FLAT BENCH, MC-PORT	125	$523
1228S	8' REDWOOD DBL PEDESTAL FLAT BENCH, MC-SURF	125	$529
1229P	8' REDWOOD DBL PDSTL FLAT BENCH, MC-PORT, LA	125	$666
1229S	8' REDWOOD DBL PDSTL FLAT BENCH, MC-SURF, LA	125	$646
1241	8' ALUM BENCH, PAINTED FRAME-ING	65	$503
1241P	8' ALUM BENCH, PAINTED FRAME-PORT	75	$503
1242	8' ALUM BENCH, GALV FRAME-ING	65	$443
12421	8' ALUM BENCH, GALV FRAME-PORT	75	$443
12461	6' ONE PIECE BENCH, STEEL-PORT	90	$522
1248	8' ONE PIECE BENCH, STEEL-PERM	120	$449
12481	8' ONE PIECE BENCH, STEEL-PORT	130	$540
12521	6' BENCH, MIRACOTE ALUM-PORT	85	$452
1253	6' BENCH, ANOD ALUM-PERM	80	$398
12541	SLEEP INHIBITORS FOR BENCH	6	$55
1256	6' SUPER SLAT BENCH W/BACK, STEEL-PERM	120	$693
1257	6' SUPER SLAT BENCH W/BACK, STEEL-PORT	120	$748
1258	8' SUPER SLAT BENCH W/BACK, STEEL-PERM	120	$727
1259	8' SUPER SLAT BENCH W/BACK, STEEL-PORT	140	$799
1264I	6' REDWOOD DBL PEDESTAL FLAT BENCH, MC-ING	100	$389
1264P	6' REDWOOD DBL PEDESTAL FLAT BENCH, MC-PORT	100	$435
1264S	6' REDWOOD DBL PEDESTAL FLAT BENCH, MC-SURF	100	$419
1265P	6' REDWOOD DBL PDSTL FLAT BENCH, MC-PORT, LA	100	$581
1265S	6' REDWOOD DBL PDSTL FLAT BENCH, MC-SURF, LA	100	$582
1268	8' BENCH, 2-3/8' LEGS M'THERM-PERM	200	$588
12681	8' BENCH, 2-3/8' LEGS M'THERM-PORT	200	$612
1281R	6' SLAT BENCH W/O BACK, RECYCLED-PERM	125	$493
1283R	8' SLAT BENCH W/O BACK, RECYCLED-PERM	155	$718
1287R	8' CONTOUR BENCH W/O BACK, RECYCLED-PERM	210	$1,028
1288R	8' CONTOUR BENCH W/BACK, RECYCLED-PERM	285	$1,397
1289I	6' REDWOOD BENCH, PAINTED FRAME-INGROUND	75	$348
1289IGV	6' REDWOOD BENCH, GALV FRAME-INGROUND	100	$333
1289P	6' REDWOOD BENCH, PAINTED FRAME-PORTABLE	75	$348
1289PGV	6' REDWOOD BENCH, GALV FRAME-PORTABLE	100	$333
1289S	6' REDWOOD BENCH, PAINTED FRAME-SURFACE MO	75	$348
1289SGV	6' REDWOOD BENCH, GALV FRAME-SURFACE MOUNT	100	$333
1290I	8' REDWOOD BENCH, PAINTED FRAME-INGROUND	120	$408

**Items are considered play components for the purpose of compliance with ADA guidelines.

This Price List is confidential and privileged, and is intended for the sole use of the person or entity to which it is addressed ("Recipient"). Any review, transmission, reproduction, publication (in any form or medium), dissemination or other use of, or taking of any action in reliance upon, this price list and the information contained herein without the express written authorization of Miracle Recreation Equipment Company is strictly prohibited. The Recipient shall keep confidential and shall not disclose this price list or the information contained herein to any third person or entity (private or governmental) except to such of its employees or agents who need to know for the purpose of purchasing products. The Recipient shall take all reasonable actions, including without limitation court proceedings, to restrain its employees and agents from unauthorized disclosure or use of this Price List or the information contained herein.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
714-S437J
- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Show 25 results

Narrow Results:

Vendor	Description	F
Park Place Recreation Design, Inc.	5% Discount Off Miracle Recreation Equipment pricelist for Shade Canopies & Structures	
Park Place Recreation Design, Inc.	5% Discount Off Miracle Recreation Equipment pricelist for Outdoor Bleacher & Seating Systems	
Park Place Recreation Design, Inc.	15% Discount Off Miracle Recreation Equipment pricelist for Playground Sports Equipment	
Park Place Recreation Design, Inc.	15% Discount Off Miracle Recreation Equipment pricelist for Playground Equipment	

Extended Product Information

Reference Number: 423-13

Part Number: Catalog

Full Description: 15% Discount Off of Miracle Recreation Equipment pricelist for Playground Equipment

Showing 1 to 4 of 4 entries

First | Previous | 1 | Next | Last

Additional Resources

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

714-S437J

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
None Selected

Price Range
Show all prices

Category
None Selected

Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Park Place Recreation Design, Inc.
Address:	4225 Woodburn
	San Antonio, TX 78218
Phone Number:	(210) 821-5878
Email:	marilyn@miracleparkplace.com
Federal ID:	74-2336170
Contact:	Marilyn Ahrens
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Parks & Recreation Equipment, Field Lighting Products & Installation
Contract#:	423-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	30
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 13, 15, 20
States Served:	Texas
Quote Reference Number:	423-13
Return Policy:	2% restocking fee

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Construction Services Advisory:	**Click to view the Construction Related Goods and Services Advisory**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-16969

Date Filed:
02/23/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Park Place Recreation Designs, Inc.
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Mercedes Park Projects

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

5015-50-0306-5000-5000
Purchase of Playground Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Marilyn Ahrens
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Marilyn Ahrens, this the 23rd day of February, 20 16, to certify which, witness my hand and seal of office.

NATHAN C. HASTINGS NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-11-2019

Nathan C. Hastings
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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San Antonio, TX United States

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5015-50-0306-5000-5000
Purchase of Playground Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-53609 Urban County 15. G.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

"Subject to Compliance with HB 1295, when and if Applicable." Urban County Program on behalf of the City of La Villa is requesting authority to purchase computer software for the city's youth center. Purchase will be made from Advanced PC Products, Inc. (contract # 498-15) an approved vendor through Hidalgo County's membership and participation with Buyboard. The total amount of purchase is $6,268.50, utilizing FY 28 (2015) City of La Villa Public Service (General) - La Villa Youth Center Funds.

BACKGROUND

The computer software will be utilized by the youth attending the center. See attached quote.

Vendor:	Advanced PC Products, Inc.
Purchase Amount:	$6,268.50
Funds Available:	$10,000.00 FY 28 (2015) Public Service (General) - La Villa Youth Center

---

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 11:33 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Regalado Started On: 03/02/2016 11:02 AM

Final Approval Date: 03/04/2016

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase.
Use additional forms as needed.

Name of Cooperative: Buyboard **Person Contacted:** Umit Adiguzel

Purchase #1 **Vendor Name:** Advanced PC Products, Inc. **Contract No. :** 498-15 **Phone:** (972) 241-2744 ext 318

Quantity	Description of Items	List Price per Unit	Discount	Total Amount
1	Microsoft OEM Windows Server Essential 2012 R2 64bit up to 25 User	438.00	48.50	389.50
20	OEM Windows 7 Pro 64bit	199.00	35.00	3,280.00
20	OEM Office 2016 Home & Student, Excel, Powerpoint, Word, One Note	146.30	16.35	2,599.00

TOTAL:	**$ 6,268.50**

Recommendation: The City of La Villa recommends the following software be purchased to finish a community computer lab at the Boys & Girls Youth Center. This lab will be used by the community for educational purposes and serve as a tool to access important online resources. The lab is in its final stages of deployment, and this software is required to finish the project. We look forward to your consideration and approval. Thank you.

Requested by: _____ Date 2/17/2016 **UCP Approval** _____ Date 2-29-16

Advanced PC Products, Inc.
2035 Royal Lane, Suite 203
Dallas, TX 75229
Ph (972)241-2744
Fax(972)241-0916
www.advpc.com

ADVANCED PC PRODUCTS

Providing Excellence in Customer Service Since 1986.

Quote

Date	Quote #
2/17/2016	19165

Bill To:

City of La Villa
Leo J Olivarez
916 S. Mike Chapa Dr.
La Villa, TX 78562

Ship To:

City of La Villa
Leo J Olivarez
916 S. Mike Chapa Dr.
La Villa, TX 78562

P.O. No.	Terms	Account #	Rep	Ship Via
Software Quote	C.O.D.	CLV016	Umit	

Item	Description	Qty	Cost	Total
SOSVWIN1264ESSR2	Microsoft OEM Windows Server Essential 2012 R2 64-Bit up to 25 User RRP List $ 438.00	1	389.50	389.50
SOOSWIN7PRO64	OEM Windows 7 Pro 64 bit RRP List $ 199.00	20	164.00	3,280.00
SOOF16HS	OEM Office 2016 Home & Student, Excel, Powerpoint, Word, OneNote *NO Outlook* RRP List $ 146.30	20	129.95	2,599.00
SP10	==========BUYBOARD Contract Number: Technology Equipment and Supplies, Software, Telecommunications Products, and Asset Disposal and Recovery No. 498-15==========	1	0.00	0.00

We appreciate your business!

Subtotal	$6,268.50
Sales Tax (8.25%)	$0.00
TOTAL	$6,268.50

Ask us about Quickbooks Software, Hardware and Training.

The Fine Print:
-1 year limited warranty on all systems. 2 and 3 year warranty available.
-Special Order items are not returnable.
-We take great care to ensure your shipment is accurate. However, should you experience any problems please contact us within 48 hours.

For all your PC requirements

Categories

- Accessories;Accessories/ Keyboards and Mice
- Accessories;Accessories/ Miscellaneous
- Cables/ Networking Cables
- Cables/VGA Cables
- Cables;Cables/ DVI
- Cables;Cables/ HDMI
- Cables;Cables/ Miscellaneous
- Cables;Cables/ Networking Cables
- Cables;Cables/ USB Cables
- Cables;Cables/VGA Cables
- Computer
- Computer Cases
- Computers
- Cooling Fans
- Drives
- I/O Controllers
- Memory
- Monitors
- Motherboards
- Networking
- Power Protection; UPS/ Surge Protector
- Power Supplies
- Printers
- Processors
- Service and Installation
- Software;Software/ Anti-Virus\Spyware
- Software;Software/ Office Software
- Training
- Video Cards

Search Results for "SOSVWIN1264ESSR2"

Show Search Form

Products | News & Information

Compare selected | add to cart

Pages: 1 2 Next »

Sort by: Relevance

Microsoft OEM Windows Server Essential 2012 64-Bit — ~~$438.00~~ $399.00 — Quantity 1

Not Rated

Microsoft OEM Windows Server Essential 2012 64-Bit

Compare

Microsoft OPEN LICENSE Windows Server Standard 2012 64-Bit — ~~$878.00~~ $799.00 — Quantity

Not Rated

Microsoft OPEN LICENSE Windows Server Standard 2012 64-Bit

Compare

Microsoft OPEN LICENSE Windows Server Standard 2012 R2 64-Bit — ~~$878.00~~ $799.00 — Quantity

Not Rated

Microsoft OPEN LICENSE Windows Server Standard 2012 R2 64-Bit

Compare



AC Power Cable 2 Foot — ~~$7.50~~ $5.00 — Quantity

Not Rated

AC Power Cable 2 Foot

Compare

Mount Bracket - 2U - Hinged

Not Rated

Mount Bracket - 2U - Hinged

Compare

FACE PLATE 2 HOLE WHITE CAT5

Not Rated

FACE PLATE 2 HOLE WHITE CAT5

Compare

Intel® XEON E5-2620v2, 6-Core, LGA2011, 2.1Ghz., Hexa-Core, 15MB Cache

Not Rated

Intel® XEON E5-2620v2, 6-Core, LGA2011, 2.1Ghz., Hexa-Core, 15MB Cache

For all your PC requirements

Categories

Accessories;Accessories/ Keyboards and Mice
Accessories;Accessories/ Miscellaneous
Cables/ Networking Cables
Cables/VGA Cables
Cables;Cables/ DVI
Cables;Cables/ HDMI
Cables;Cables/ Miscellaneous
Cables;Cables/ Networking Cables
Cables;Cables/ USB Cables
Cables;Cables/VGA Cables
Computer
Computer Cases
Computers
Cooling Fans
Drives
I/O Controllers
Memory
Monitors
Motherboards
Networking
Power Protection; UPS/ Surge Protector
Power Supplies
Printers
Processors
Service and Installation
Software;Software/ Anti-Virus\Spyware
Software;Software/ Office Software
Training
Video Cards

Search Results for "SOOSWIN7PRO64"

Show Search Form

Products | News & Information

Sort by: Relevance

OEM Windows 7 Pro 64 bit — ~~$189.00~~ $165.00 — Quantity

Not Rated

OEM Windows 7 Pro 64 bit

Compare

Microsoft® OEM Windows 8.1 32-Bit — ~~$126.50~~ $115.00 — Quantity

Not Rated

Microsoft® OEM Windows 8.1 32-Bit

Compare

OEM Office 2013 PRO Publisher, Access, Outlook, Excel, Powerpoint, Word, OneNote — ~~$404.50~~ $365.00 — Quantity

Not Rated

OEM Office 2013 PRO Publisher, Access, Outlook, Excel, Powerpoint, Word, OneNote

Compare

Seagate Constellation 2TB Enterprise SATA600 7200RPM 64MB — ~~$247.50~~ $225.00 — Quantity

Not Rated

Seagate Constellation 2TB Enterprise SATA600 7200RPM 64MB

Compare

UTP Cat6 - 7 Foot — ~~$11.40~~ $3.55 — Quantity

Not Rated

UTP Cat6 - 7 Foot

Compare

UTP Cat5e - 7 Foot

Not Rated

UTP Cat5e - 7 Foot

Compare

UTP Cat5e - 7 Foot BLUE

Not Rated

UTP Cat5e - 7 Foot BLUE

Compare

Categories

Accessories;Accessories/ Keyboards and Mice
Accessories;Accessories/ Miscellaneous
Cables/ Networking Cables
Cables/VGA Cables
Cables;Cables/ DVI
Cables;Cables/ HDMI
Cables;Cables/ Miscellaneous
Cables;Cables/ Networking Cables
Cables;Cables/ USB Cables
Cables;Cables/VGA Cables
Computer
Computer Cases
Computers
Cooling Fans
Drives
I/O Controllers
Memory
Monitors
Motherboards
Networking
Power Protection; UPS/ Surge Protector
Power Supplies
Printers
Processors
Service and Installation
Software;Software/ Anti-Virus\Spyware
Software;Software/ Office Software
Training
Video Cards

Search Results for "SOOF16HS"

Show Search Form

Products | News & Information

Update Selected | add to cart

Pages: 1 2 Next »

Sort by: Relevance

OEM Office 2013 Home & Student, Excel, Powerpoint, Word, OneNote — ~~$446.30~~ $133.00 — Quantity
Not Rated
OEM Office 2013 Home & Student, Excel, Powerpoint, Word, OneNote
Compare

Microsoft Office Standard 2013 License 1 PC Excel, Outlook, Powerpoint, Publisher, Word, OneNote — ~~$405.90~~ $369.00 — Quantity
Not Rated
Microsoft Office Standard 2013 License 1 PC Excel, Outlook, Powerpoint, Publisher, Word, OneNote
Compare

OEM Office 2013 Home & Business Outlook, Excel, Powerpoint, Word, OneNote — ~~$217.80~~ $198.00 — Quantity
Not Rated
OEM Office 2013 Home & Business Outlook, Excel, Powerpoint, Word, OneNote
Compare

OEM Office 2013 PRO Publisher, Access, Outlook, Excel, Powerpoint, Word, OneNote — ~~$401.50~~ $365.00 — Quantity
Not Rated
OEM Office 2013 PRO Publisher, Access, Outlook, Excel, Powerpoint, Word, OneNote
Compare

Kingston DDR3 4GB 1600MHz — ~~$60.00~~ $44.00 — Quantity
Not Rated
Kingston DDR3 4GB 1600MHz
Compare

DDR3 8GB 1600 SODIMM (1X8GB) — ~~$64.90~~ $59.00 — Quantity
Not Rated
DDR3 8GB 1600 SODIMM (1X8GB)
Compare

Seagate 3TB SATA-600 7200 RPM, 64MB — ~~$192.50~~ $175.00 — Quantity
Not Rated
Seagate 3TB SATA-600 7200 RPM, 64MB

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
Advanced PC Products, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Show 25 results

Narrow Results:

Vendor	Description	F
Advanced PC Products, Inc. [MWBE]	10% Discount Off Advanced PC pricelist for Network Hardware and Products. Line Item 3	
Advanced PC Products, Inc. [MWBE]	10% Discount Off Advanced PC pricelist for Computer Hardware and Equipment. Line Item 1	
Advanced PC Products, Inc. [MWBE]	10% Discount Off Advanced PC pricelist for Cabling Products. Line Item 4	
Advanced PC Products, Inc. [MWBE]	10% Discount Off Advanced PC pricelist for Business/Office Software. Line Item 13	

Extended Product Information

Reference Number: 498-15

Vendor Website: http://www.advpc.com

Full Description: 10% Discount Off of Advanced PC pricelist for Business/Office Software. Line Item 13

Showing 1 to 4 of 4 entries

First | Previous | 1 | Next | Last

Additional Resources

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

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- Catalog Pricing Only

Refine Your Search:

Vendors
Advanced PC Products, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Advanced PC Products, Inc.
Address:	2035 Royal Lane, Ste 203
	Dallas, TX 75229
Phone Number:	(972) 241-2744
Extension:	300
Email:	alex@advpc.com
Website:	http://www.advpc.com
Federal ID:	75-2806793
Contact:	Alex Adiguzel
Accepts RFQs:	Yes
Minority Owned Vendor:	Yes
Women Owned Vendor:	Yes
Contract Name:	Technology Equip, Supplies, Software, Telecommunications Products, Asset Disposal/Recovery
Contract#:	498-15
Effective Date:	01/01/2016
Expiration Date:	12/31/2018
Payment Terms:	Net 30 days
Delivery Days:	10
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
Quote Reference Number:	498-15
Return Policy:	30 days return policy

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-18202

Date Filed:
02/24/2016

Date Acknowledged:
02/26/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Advanced PC Products, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo and the City of La Villa

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

5015-45-0500-5000-4500
Computer Software for the City of La Villa Youth Center

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-18202

Date Filed:
02/24/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Advanced PC Products, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo and the City of La Villa

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
5015-45-0500-5000-4500
Computer Software for the City of La Villa Youth Center

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LASUNDRA RENE GRIGGS
MY COMMISSION EXPIRES
May 7, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mehmet U. Adiguzel, this the 25th day of February, 20 16, to certify which, witness my hand and seal of office.

LaSundra Rene Griggs — LaSundra Rene Griggs — Banker

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-53604

Elections Administration B. 16.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Yvonne Ramon, ELECTIONS DEPT.

Submitted By: Rosie Diaz, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting approval for County Treasurers to process payment for fuel reimbursement in the amount of $34.00 for Yvonne Ramon after auditing procedures are completed by County Auditor.

BACKGROUND

One February 12, 2016 Mrs. Yvonne Ramon purchased gas for the new 2016 Ford E350 supper 12Ft truck (Vin#1FDWE3FL9GDC11324), due to new vehicle and gas card in process we utilized the truck to deliver voting machines to all voting location on 2/12/16, Mrs. Ramon used her personal credit card to gas up the new truck.

Fiscal Impact

Attachments

PO, Affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 11:33 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Rosie Diaz Started On: 03/02/2016 10:30 AM

Final Approval Date: 03/04/2016

PURCHASE AFFIDAVIT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, **Yvonne Ramon**, do hereby state that the items listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
Trans#901853	02/12/16	$34.00	Stripes 7320

TOTAL **$34.00**

I, further state that I was authorized to make said purchases.

I, therefore request reimbursement of these invoices from Hidalgo County and that payment be made payable to me.

Elections Administrator
Title

Yvonne Ramon
Signature

BEFORE ME, Amanda Valdez the undersigned Notary Public appeared Yvonne Ramon on his oath deposed and stated that the forgoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He further stated that he requested payment of the same.

Signed on this 22nd day of February, 2016.

NOTARY PUBLIC
AMANDA VALDEZ
My Comm. Exp.
04-07-2019
STATE OF TEXAS

Amanda Valdez
Notary Public, State of Texas

Yvonne Ramon
APPROVAL: Department Head

APPROVAL: County Auditor

Acct 6-1100-414-00-130-001-0-626 Requisition #293314

Rea #293314

WELCOME TO STRIPES
STRIPES 7320
721 N. CLOSNER BLVD
EDINGBURG TX 78541
1

STRIPES 7320
TX

DATE 02/12/16 18:04
TRAN# 9018530
PUMP# 01
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 22.381
PRICE/G: $ 1.519
FUEL SALE $ 34.00
CREDIT $34.00

MASTERCARD
XXXXXXXXXXXX1058
Auth #: 06650Z
Resp Code: 0
Stan: 05461371817
Invoice #: 129800
SITE ID: TP485705680
01

Diesel Fuel Contains
Up To 20% BioDiesel
or Renewable Diesel
State Diesel Tax
0.19 per Gallon Incl

Purchase Order
COUNTY OF HIDALGO

PO# 738986

DATE: 02/22/16

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 363804 REQ: 00293314

PHONE:

EMAIL:

SHIP TO: ELECTIONS
101 S. 10TH AVENUE
EDINBURG TX 78539

RAMON, YVONNE
C/O ELECTIONS DEPT.

CONTACT: R. DIAZ (956)318-2570

SITE: ELECTIONS

CONTRACT NO:

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders. unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
..00	DAY	RM REFUND TO MRS. YVONNE RAMON, FOR PURCHASE OF GAS FOR THE NEW 2016 FORD E350 SUPPER 12 FT TRUCK (VIN#1FDWE3FL9GDC11324), DUE TO NEW VEHICLE AND GAS CARD IN PROCESS WE UTILIZED THE TRUCK TO DELIVER VOTING MACHINES TO ALL VOTING LOCATIONS ON 2/12/16, MRS. YVONNE RAMON USED HER PERSONEL CREDIT CARD TO GAS UP THE NEW TRUCK	34.00	34.00
		TOTAL:		34.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		6-1100-414-00-130-001-0-626 34.00		

Authorized by: Martha L Salazar

Memorandum

To: Mr. Ray Eufracio
Cc: Enriqueta Zambrano
From: Yvonne Ramon
Date: 02/22/16
Re: Issue Check to Yvonne Ramon

Please issue a check made payable to Yvonne Ramon, in the amount of $34.00. This is for purchase of gas for the new 2016 Ford E350 Supper 12FT truck (vin#1FDWE3FL9GDC11324), due to new vehicle and gas card in process we utilized the truck to deliver voting machines to all voting locations on 2/12/16, Mrs. Ramon used her personal credit card to gas up the new truck. Original invoice is provided. Thank you for your continued cooperation with this matter. If you have any questions, feel free to contact me at any time (956) 318-2570.

Auditor's Office 17. A.

AI-53652

CC - REGULAR
Meeting Date: 03/07/2016
Submitted By: Nereyda Gonzalez, AUDITOR'S OFFICE
Department: AUDITOR'S OFFICE

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for various TXDOT projects.
2. Approval of 2015 appropriation of funds for various TXDOT projects in the total amount of $1,664,386.24

BACKGROUND

Fiscal Impact

Attachments

COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 11:58 AM
Ivan Cantu	Ivan Cantu	03/03/2016 04:57 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Nereyda Gonzalez Started On: 03/03/2016 11:36 AM
Final Approval Date: 03/04/2016

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

March 07, 2016

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 shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from interlocal agreements with TXDOT and the City of Weslaco. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

2015

	AMOUNT	INTERLOCAL AGREEMENT
	$ 1,238.00	TXDOT - FM 2061
	$ 374,608.88	TXDOT - Mile 6 W
	$ 87,651.51	TXDOT - FM 681
	$ 316,146.60	TXDOT - SH 364
	$ 451,669.88	TXDOT - Mile 2 N
	$ 430,097.36	TXDOT - FM 1925
	$ 2,974.01	City of Weslaco - Mile 6 W
Total	$ 1,664,386.24	

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/4/16
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.

DATE: March 7, 2016

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 5-1315-431-00-12X-0XX-0-XXX
5-1315-334-30-12X-00X-0-000
5-1315-337-00-12X-00X-0-000

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
5-1315-431-00-122-025-0-841	TXDOT-PCT2 FM2061 JCKSN(DCKR-1½MS RDGE)-AID	1,238.00
5-1315-334-30-122-001-0-000	TXDOT PRJ - TXDOT - FM2061	1,238.00
5-1315-431-00-121-039-0-721	TXDOT-PCT1 M6W (US83-SH107)-ROADS	374,608.88
5-1315-334-30-121-006-0-000	TXDOT PRJ - TXDOT - MILE 6 W	374,608.88
5-1315-431-00-123-070-0-841	TXDOT-PCT3 FM681(SH107-FM2221/FM492)-AID	87,651.51
5-1315-334-30-123-004-0-000	TXDOT PRJ - TXDOT - FM681	87,651.51
5-1315-431-00-123-045-0-841	TXDOT-PCT3 LA HOMA (SH495-FM1924)-AID	316,146.60
5-1315-334-30-123-006-0-000	TXDOT PRJ - SH364	316,146.60
5-1315-431-00-123-094-0-710	TXDOT-PCT3 MILE 2N(MOOREFLD-LAHOMA)-LAND	451,669.88
5-1315-334-30-123-007-0-000	TXDOT PRJ - MILE 2 N	451,669.88
5-1315-431-00-124-076-0-841	TXDOT-PCT4 FM1925 (KENYON-FM907)-AID	430,097.36
5-1315-334-30-124-003-0-000	TXDOT PRJ - TXDOT - FM1925(KENYON-FM907)	430,097.36
5-1315-431-00-121-039-0-841	TXDOT-PCT1 M6W (US83-SH107)-GOVT AID	2,974.01
5-1315-337-00-121-004-0-000	TXDOT PRJ - WESLACO - MILE 6 W	2,974.01
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: To Appropriate for actual expenditures incurred for various TXDOT projects and record the estimated revenues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

Hidalgo County
Detail General Ledger
Standard Report Format
1001 - Starndard Report Spec

Account Number/Description	Debit	Credit
**********		
5-1315-126-20-000-001-0-000 TXDOT PRJ-DUE FR TXDOT-FM2128		
* Beginning Balance	337.00	.00
* Ending Balance	337.00	.00
**********		
5-1315-126-20-000-003-0-000 TXDOT PRJ-DUE FR TXDOT-SH495 ABRAMS		
* Beginning Balance	.00	22,999.90
* Ending Balance	.00	22,999.90
**********		
5-1315-126-20-000-004-0-000 TXDOT PRJ-DUE FR TDOT-FM2061 FDWY-FM3072		
* Beginning Balance	23,570.78	.00
* Payments		
DATE CHECK/CLAIM PO NO. INVOICE NO. BATCH VENDOR		
05/26/15 0400016158 FM2061 P#15 15001685 2666 ATLAS, HALL & R	1,238.00	
Total:	1,238.00	.00
* Ending Balance	24,808.78	.00
**********		
5-1315-126-20-000-006-0-000 TXDOT PRJ-DUE FR TXDOT-FM1924 PH II		
* Beginning Balance	18,698.00	.00
* Ending Balance	18,698.00	.00
**********		
5-1315-126-20-000-009-0-000 TXDOT PRJ-DUE FR TXDOT-MILE2W M12-US83		
* Beginning Balance	152,302.62	.00
* Ending Balance	152,302.62	.00
**********		
5-1315-126-20-000-011-0-000 TXDOT PRJ-DUE FR TXDOT-FM907(S OF BUS83)		
* Beginning Balance	23,810.75	.00
* Ending Balance	23,810.75	.00
**********		
5-1315-126-20-000-012-0-000 TXDOT PRJ-DUE FR TXDOT-M6W (US83-SH107)		
* Beginning Balance	373,037.78	.00
* Payments		
DATE CHECK/CLAIM PO NO. INVOICE NO. BATCH VENDOR		
04/21/15 0400016100 20152229 15001208 227889 TEDSI INFRASTRU	2,815.34	
05/26/15 0400016170 CSJ:0921-02 15001685 152005 TEXAS DEPT OF T	5,680.00	
06/16/15 0400016226 20152327 15001945 227889 TEDSI INFRASTRU	11,915.87	
07/28/15 0400016296 20152389 15002485 227889 TEDSI INFRASTRU	2,396.96	
09/15/15 0400016376 20152429 15003174 227889 TEDSI INFRASTRU	983.83	
10/13/15 0400016427 20152463 15003576 227889 TEDSI INFRASTRU	46,024.22	
11/17/15 0400016497 20152488 15004189 227889 TEDSI INFRASTRU	46,024.22	
12/08/15 0400016543 20152538 15004502 227889 TEDSI INFRASTRU	78,344.22	
12/29/15 0400016572 20152560 15004866 227889 TEDSI INFRASTRU	64,640.00	
01/12/16 0400016587 20152591 15004993 227889 TEDSI INFRASTRU	91,552.00	
Total:	350,376.66	.00
* Journal Entries		
DATE REFERENCE BATCH DESCRIPTION		
01/29/16 JE156465 15005416 REC A/P TEDSI INV#20152626 EXP	24,232.22	
Total:	24,232.22	.00

0 * *

350,376.66+ ✓

24,232.22+ ✓

374,608.88*

Account Number/Description	Debit	Credit
5-1315-126-20-000-012-0-000 TXDOT PRJ-DUE FR TXDOT-M6W (US83-SH107)		
* Ending Balance	747,646.66	.00
**********		
5-1315-126-20-000-013-0-000 TXDOT PRJ-DUE FR TXDOT-FM681		
* Beginning Balance	606,041.10	.00

* Receipts

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
04/30/15	186110	15001464	R.O.W. STATE COMPTROLLER FM	FM 681		13,349.14
04/30/15	186112	15001464	R.O.W. STATE COMPTROLLER FM 6	FM 681		1,077.05
09/04/15	190164	15003126	STATE OF TEXAS COMPTROLLER RO	REIMBURSEMENT P.62 R		90,907.44
12/17/15	193455	15004799	STATE OF TX COMPTROLLR ROW	P.66 FM681 0669-01-0		35,508.07
				Total:	.00	**140,841.70**

* Payments

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR		
11/17/15	0400016496		5748	15004189	34088	SHARYLAND WATER	87,651.51
					Total:		**87,651.51** .00

* Journal Entries

DATE	REFERENCE	BATCH	DESCRIPTION		
01/29/16	JE156454	15005411	REC A194360 FM2221 CSJ 0862-01		1,902.04
			Total:	.00	**1,902.04**
* Ending Balance				550,948.87	.00
**********					
5-1315-126-20-000-014-0-000 TXDOT PRJ-DUE FR TXDOT-FM2221/FM492					
* Beginning Balance				3,557.01	.00

* Receipts

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
04/30/15	186109	15001455	R.O.W. ST. COMPTROLLER FM	22 FM 2221		1,355.00
04/30/15	186111	15001455	R.O.W. ST. COMPTROLLER FM	22 FM 2221		1,463.26
				Total:	.00	**2,818.26**
* Ending Balance					738.75	.00
**********						
5-1315-126-20-000-017-0-000 TXDOT PRJ-DUE FR TXDOT-SH364(495-FM1924)						
* Beginning Balance					761,599.19	.00

Account Number/Description	Debit	Credit

5-1315-126-20-000-017-0-000 TXDOT PRJ-DUE FR TXDOT-SH364(495-FM1924)

* Receipts

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
02/11/15	183616	15000366	BUDGT & MGMT. DEPT. STATE COMP	TXDOT PRJ-DUE FR TXD		211,597.54
02/11/15	183616	15000366	BUDGT & MGMT. DEPT. STATE COMP	TXDOT PRJ-DUE FR TXD		3,498.34
03/23/15	184841	15000867	ROW TX. COMP. OF PUBLIC ACCTS	2966-01-012 P #36		9,436.74
03/23/15	184844	15000867	ROW TX. COMP. OF PUBLIC ACCTS	2966-01-012 P #59		33,681.65
03/23/15	184851	15000867	ROW TX. COMP. OF PUBLIC ACCTS	2766-01-012 P #52		2,491.94
03/23/15	184852	15000867	ROW TX. COMP. OF PUBLIC ACCTS	2966-01-012 P #19		13,658.34
03/23/15	184855	15000867	ROW TX. COMP OF PUBLIC ACCTS	2966-01-012 P #9		16,567.14
03/23/15	184857	15000867	ROW TX. COMP. OF PUBLIC ACCTS	2966-01-012 P #18		38,900.80
07/22/15	188794	15002523	ST COMPTROLLER R-O-W PARCEL	PARCEL 24 2966-01-		177,862.66
07/22/15	188796	15002523	ST COMPTROLLER R-O-W PARCEL	PARCEL 68 2966-01-		2,433.54
09/04/15	190163	15003126	STATE OF TEXAS COMPTROLLER RO	REIMBURSEMENT P.51		57,777.44
11/16/15	192406	15004260	ST. COMPTROLLER R.O.W. P #1	2966-01-02 P #1		19,076.64
				Total:	**.00**	**586,982.77**

* Payments

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR		
04/14/15	0400016082		CCD-0185-E	15001089	229245 SIERRA TITLE OF	543.04	
05/12/15	0400016140		LA HOMA RD	15001531	229245 SIERRA TITLE OF	64,178.50	
06/02/15	0400016188		CCD-0201-A	15001762	237302 GUAJARDO, ARTUR	29,921.56	
06/23/15	0400016233		CCD-0236-H	15002031	237302 GUAJARDO, ARTUR	50,827.82	
08/11/15	0400016312		CCD-0246-G	15002696	237302 GUAJARDO, ARTUR	146,292.00	
09/01/15	0400016353		CCD-0180-H	15002979	229245 SIERRA TITLE OF	191.84	
09/01/15	0400016354		CCD-0180-H	15002979	229245 SIERRA TITLE OF	191.84	
09/08/15	0400016364		CCD-0246-G	15003077	237302 GUAJARDO, ARTUR	24,000.00	
					Total:	**316,146.60**	**.00**
			* Ending Balance			490,763.02	.00

****
5-1315-126-20-000-018-0-000 TXDOT PRJ-DUE FR TXDOT-NLN LP(FM1426-88)

* Beginning Balance	79,829.24	.00
* Ending Balance	79,829.24	.00

****
5-1315-126-20-000-019-0-000 TXDOT PRJ-DUE FR TXDOT-M2N(MRFLD-SH364)

* Beginning Balance	228,945.75	.00

Hidalgo County

Detail General Ledger

Standard Report Format

1001 - Starndard Report Spec

Account Number/Description — Debit — Credit

S-1315-126-20-000-019-0-000 TXDOT PRJ-DUE FR TXDOT-M2N(MRFLD-SH364)

* Receipts

DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION		
01/14/15	182655	15000104	ST. COMPTROLLER R.O.W. MI 2	MILE 2 N P#6		8,568.13
01/14/15	182656	15000104	ST. COMPTROLLER R.O.W. MILE 2	MILE 2 N P#9		62,504.13
01/14/15	182657	15000104	ST. COMPTROLLER R.O.W. MI 2	MILE 2 N P#5		1,767.33
01/14/15	182658	15000104	ST. COMPTROLLER R.O.W. MI 2	MILE 2 N P#11		3,448.13
02/06/15	183468	15000322	ST. COMPTROLLER R.O.W. MILE	MILE 2N P#1		12,844.64
02/06/15	183470	15000322	ST. COMPTROLLER R.O.W. MILE	MILE 2N P#3		5,176.65
02/06/15	183471	15000322	ST. COMPTROLLER R.O.W. MILE 2	MILE 2N P#4		13,145.44
02/06/15	183473	15000322	ST. COMPTROLLER R.O.W. MILE 2	MILE 2N P#7		4,432.13
02/06/15	183474	15000322	ST. COMPTROLLER R.O.W. MILE	MILE 2N P#10		45,283.04
09/11/15	190368	15003205	CM TEXAS COMPTROLLR INV-PAYMTS	09-04-2015 GRANTS -		3,401.28
09/11/15	190372	15003205	CM TEXAS COMPTROLLR INV-PAYMTS	09-04-2015 GRANTS -		4,879.66
09/21/15	190666	15003336	CM MILE 2 ROADWAY CONSTRUCTION	MILE 2 ROADWAY CONST		137,143.20
10/07/15	191290	15003604	CM MILE 2 NORTH PROJECT	MILE 2 NORTH - JUNE		2,812.92
10/07/15	191293	15003604	CM MILE 2 NORTH PROJECT	MILE 2 NORTH - JULY		3,621.84
10/16/15	191557	15003742	CM CONSTRUCTION COST-MILE 2 NO	CONSTRUCTION COST-MI		70,306.31
11/10/15	192273	15004179	CM TEXAS COMPTROLLR INV-PAYMTS	TXDOT PRJ-DUE FR TXD		3,621.83
11/18/15	192481	15004321	CM CONSTRUCTION COST - MI. 2 N	CONSTRUCTION INV#4		2,430.48
11/18/15	192482	15004321	CM CNST MGMT SERVICES MI. 2 N.	MILE 2 N. - SEPTEMBE		3,621.85
12/09/15	193160	15004637	CM MILE 2 NORTH PROJECT	MILE 2 N. - CONSTRUC		78,333.35
				Total:	.00	467,342.34

* Payments

DATE	CHECK/CLAIM	PO NO.	INVOICE NO.	BATCH	VENDOR			
02/04/15	0400016000	VOID	M2N P#8	15000215	229245	SIERRA TITLE OF	24,148.29	
02/09/15	0400016009		M2N P#8	15000278	292451	LANDTITLE USA,	24,148.29	
02/10/15	0400016000	VOID	M2N P#8	15000361	229245	SIERRA TITLE OF		24,148.29
07/07/15	0400016253		1	15002267	330205	IOC COMPANY, LL	144,361.26	
07/14/15	0400016262		11325168	15002343	280046	L & G CONSULTIN	3,401.28	
08/04/15	0400016299		2	15002617	330205	IOC COMPANY, LL	5,136.48	
08/18/15	0400016328		11325186	15002791	280046	L & G CONSULTIN	2,812.92	
08/18/15	0400016328		11325206	15002791	280046	L & G CONSULTIN	3,621.84	
09/01/15	0400016349		3	15002979	330205	IOC COMPANY, LL	74,006.64	
09/29/15	0400016400		4	15003359	330205	IOC COMPANY, LL	2,558.40	
10/06/15	0400016412		11325233	15003465	280046	L & G CONSULTIN	3,621.83	
10/20/15	0400016432		11325270	15003690	280046	L & G CONSULTIN	3,621.85	
10/27/15	0400016445		5	15003810	330205	IOC COMPANY, LL	82,456.16	
12/08/15	0400016541		11325318	15004502	280046	L & G CONSULTIN	3,621.83	
12/15/15	0400016549		6	15004621	330205	IOC COMPANY, LL	2,558.40	
12/22/15	0400016560		11325363	15004766	280046	L & G CONSULTIN	3,621.84	
01/26/16	0400016611		11325414	15005158	280046	L & G CONSULTIN	3,621.83	
						Total:	387,319.14	(-) 24,148.29

Next page

Account Number/Description			Debit	Credit
5-1315-126-20-000-019-0-000 TXDOT PRJ-DUE FR TXDOT-M2N(MRFLD-SH364)				
* Journal Entries				
DATE	REFERENCE	BATCH DESCRIPTION		
01/29/16	JE156320	15005341 REC A/P IOC CO INV#8 CK#04-166	85,960.31	
01/29/16	JE156321	15005341 REC A/P IOC CO INV#7 CK#04-166	2,538.72	
01/29/16	JE156466	15005417 REC A193923 TXDOT MILE 2 OCT 2		3,621.83
		Total:	**88,499.03**	**3,621.83**
		* Ending Balance	209,651.46	.00
**********				
5-1315-126-20-000-020-0-000 TXDOT PRJ-DUE FR TXDOT-FM1925(KENYON-907				
		* Beginning Balance	.00	.00
* Payments				
DATE	CHECK/CLAIM	PO NO. INVOICE NO. BATCH VENDOR		
06/30/15	0400016248	FM1925 P#4 15002183 229245 SIERRA TITLE OF	1,504.90	
07/14/15	0400016269	FM1925 P#7 15002343 229245 SIERRA TITLE OF	55,375.13	
07/28/15	0400016282	CCD-0251-A 15002485 437140 GODINEZ, ANTHON	1,978.00	
07/28/15	0400016283	CCD-0251-A 15002485 250449 GODINEZ, RICARD	1,978.00	
07/28/15	0400016284	CCD-0251-A 15002485 237302 GUAJARDO, ARTUR	247,250.00	
07/28/15	0400016290	CCD-0251-A 15002485 437131 PEREZ, RICARDO	1,978.00	
07/28/15	0400016292	FM1925 P#1 15002485 229245 SIERRA TITLE OF	2,059.59	
07/28/15	0400016293	FM1925 P#8 15002485 229245 SIERRA TITLE OF	1,156.63	
07/28/15	0400016294	FM1925 P#3 15002485 229245 SIERRA TITLE OF	1,156.63	
09/01/15	0400016355	FM1925 P#5 15002979 229245 SIERRA TITLE OF	20,270.83	
09/01/15	0400016356	FM1925 P#6 15002979 229245 SIERRA TITLE OF	95,382.37	
		Total:	**430,090.08**	.00
* Journal Entries				
DATE	REFERENCE	BATCH DESCRIPTION		
10/30/15	JE154429	15004044 COR CK16248 FM1925 P#4SETTLEME	7.28	
		Total:	**7.28**	.00
		* Ending Balance	430,097.36	.00
**********				
5-1315-126-30-000-003-0-000 TXDOT PRJ-DUE FR EDINBURG-N "I" RD				
		* Beginning Balance	114,162.12	.00
		* Ending Balance	114,162.12	.00
**********				
5-1315-126-30-000-004-0-000 TXDOT PRJ-DUE FR PALMVIEW-SH495 ABRAMS				
		* Beginning Balance	106,770.41	.00
		* Ending Balance	106,770.41	.00
**********				
5-1315-126-30-000-005-0-000 TXDOT PRJ-DUE FR ELSA-FM88				
		* Beginning Balance	42,258.19	.00
		* Ending Balance	42,258.19	.00
**********				
5-1315-126-30-000-006-0-000 TXDOT PRJ-DUE FR ALAMO-FM907 (S BUS83)				
		* Beginning Balance	4,028.22	.00

Account Number/Description				Debit	Credit
5-1315-126-30-000-006-0-000 TXDOT PRJ-DUE FR ALAMO-FM907 (S BUS83)					
* Ending Balance				4,028.22	.00
**********					
5-1315-126-30-000-007-0-000 TXDOT PRJ-DUE FR MERCEDES-MILE 2 WEST					
* Beginning Balance				443,526.53	.00
* Ending Balance				443,526.53	.00
**********					
5-1315-126-30-000-010-0-000 TXDOT PRJ-DUE FR WESLACO-MILE 6 WEST					
* Beginning Balance				38,464.21	.00
* Payments					0.*
DATE	**CHECK/CLAIM PO NO.**	**INVOICE NO.**	**BATCH VENDOR**		
04/21/15	0400016100	20152229	15001208 227889 TEDSI INFRASTRU	351.92	2,264.01+
06/16/15	0400016226	20152327	15001945 227889 TEDSI INFRASTRU	1,489.49	710.00+
07/28/15	0400016296	20152389	15002485 227889 TEDSI INFRASTRU	299.62	
09/15/15	0400016376	20152429	15003174 227889 TEDSI INFRASTRU	122.98	2,974.01*
			Total:	2,264.01	.00
* Journal Entries					
DATE	**REFERENCE**	**BATCH**	**DESCRIPTION**		
12/30/15	JE155839	15005043	RCL PRT CK16170 FR SUB FUNCTIO	710.00	
			Total:	710.00	.00
* Ending Balance				41,438.22	.00
TOTAL 1315		TXDOT PROJECTS		3,458,816.30	.00
TOTAL 5		YEAR 2015		3,458,816.30	.00

AI-53666 Precinct #1 18. A.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Comm. Cuellar, COMM. PCT. #1 Submitted By: Mari Gutierrez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Authorization to re-appoint Josue Reyes to the Hidalgo County Regional Mobility Authority Board of Directors, for a two year term Effective March 7, 2016

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 03:09 PM
Ivan Cantu	Ivan Cantu	03/03/2016 03:10 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Mari Gutierrez Started On: 03/03/2016 03:00 PM

Final Approval Date: 03/04/2016

AI-53650 Precinct #2 19. A.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Erika Zamora, COMM. PCT. #2

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #2

Information

CAPTION

Appointment of member to the Regional Mobility Authority (RMA) Board by Commissioner Pct. 2 effective 3/7/16

BACKGROUND

For a two (2) year term.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 11:32 AM
Ivan Cantu	Ivan Cantu	03/03/2016 11:32 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/03/2016 11:29 AM

Final Approval Date: 03/04/2016

AI-53505 Precinct #2 19. B.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Esther Perez, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Memorandum of Understanding between the County of Hidalgo, McAllen Careers Institute, and Motivation Education & Training, Inc to provide vocational trade training (welding) at the Pct.2 Alamo CRC.

BACKGROUND

Fiscal Impact

Attachments

legal

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 09:24 AM
Glinda Pacheco	Glinda Pacheco	03/01/2016 02:00 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Esther Perez Started On: 02/22/2016 07:58 AM

Final Approval Date: 03/04/2016

Zimbra **esther.perez@co.hidalgo.tx.us**

Re: MOU Legal Approval

From : Erin D. Thorn <erin.thorn@da.co.hidalgo.tx.us> Tue, Feb 23, 2016 09:05 AM
Subject : Re: MOU Legal Approval
To : Esther Perez <esther.perez@co.hidalgo.tx.us>

Hello Ester,

This version looks fine. As the only substantive changes are the dates, our office continues to approve as to form.

Best,
Erin

----- Original Message -----
From: "Esther Perez" <esther.perez@co.hidalgo.tx.us>
To: "Erin Thorn" <erin.thorn@da.co.hidalgo.tx.us>
Sent: Tuesday, February 23, 2016 8:58:03 AM
Subject: Re: MOU Legal Approval

Good Morning Erin,

Here is the revise MOU with your recommendations, as well with some revisions to the dates please review.

Any questions please let me know.

Esther Perez
Accounts Payable Specialist III
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2027
esther.perez@co.hidalgo.tx.us

----- Original Message -----

From: "Erin Thorn" <erin.thorn@da.co.hidalgo.tx.us>
To: "esther perez" <esther.perez@co.hidalgo.tx.us>
Sent: Monday, February 22, 2016 1:41:39 PM
Subject: MOU Legal Approval

Hello Ms. Perez,

Our office is in receipt of Precinct 2's proposed MOU with McAllen Careers Institute.

I have reviewed the memorandum and our office approves as to form. I have attached a version with minor spelling and grammatical changes.

Please do not hesitate to reach out should you have any further comments or questions.

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

****
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****

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING

This agreement is entered into and between the training partnership of CC & J Group, L.L.C., DBA **McAllen Careers Institute 304 S. Col. Rowe Blvd., McAllen, TX 78501,** and, **Motivation Education & Training, Inc., 1600 N. Westgate, Suite 400, Weslaco, TX 78596,** (hereinafter, in training partnership, known as "Company") and **County of Hidalgo, Texas, by and through County of Hidalgo Precinct 2, 300 West Hall Acres, Suite G, Pharr, TX 78577,** (hereinafter known as "County").

Company will be providing vocational trade training (welding).

County agrees to the following:

1. Company AGREES TO
    a. Provide instruction and work force training leading to the successful certification of students in the areas of:
        i. Welding – "Flux-Core Welding Program"- 200 hours
    b. Coordinate with training partner to ensure the provision of services to students enrolled in the program.
2. County AGREES TO
    a. Allow the use of the Alamo Community Resource Center Park pavilion, located at 1429 South Tower Road, Alamo, TX 78516, for on-site training of the Flux-core Welding Program, scheduled from March 14, 2016 to April 18, 2016, from 8:00 a.m. to 5:00 p.m., Monday through Friday.
3. ASSURANCES
    a. For the purpose of this agreement, the Company agrees that no service will be denied to enrolled students on the basis of race, sex, religion, color, creed, ethnic or national origin, or disability. No student will be subject to separation, segregation, special conditions, or restrictions which in any way diminish the advantages or benefits enjoyed by other students.
    b. Company shall agree to treat all students' identifying information as confidential and under the provision of 42CFR Part 2; Texas Civil Statutes, Article 5561(h) Section 1,2,3,4, and 5; and Texas Civil Statutes, Article 5547-300, Section 57.

4. INDEMNIFICATION:
   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 COMPANY, ITS AGENTS OR EMPLOYEES.

5. 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 Company. 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).

6. 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.

7. INDEPENDENT CONTRACTOR
   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.

8. ADDITIONAL INSTRUMENTS AND DOCUMENTS
   County and Company 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.

9. TERMINATION OF AGREEMENT BY NOTICE
   County may terminate this Agreement, with or without reason, upon 30 days' notice by registered or certified mail, return receipt requested, addressed to Company. Company may terminate this Agreement by showing good cause and giving 30 days' notice by registered or certified mail, return receipt requested addressed to County. Notices shall be sent to the respective parties' addresses as stated in the signature lines of this agreement. The Company shall maintain a schedule of actual hours worked and a detailed report of daily activities.

This Agreement is executed in Duplicate originals, each signed copy having the full force and effect of an original this _____ day of _____.

_____

Ramon Garcia
Hidalgo County Judge
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539

_____

Jose Luis Adame, Executive Director
McAllen Careers Institute
304 S. Col. Rowe Blvd.
McAllen, TX 78501

_____

Authorized Representative
Motivation Education & Training, Inc.
P.O. Box 1838
New Caney, TX 77357

_____

Attest: Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-53538

Budget and Management 20.
A.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Rey Salazar, BUDGET & MANAGEMENT
Submitted By: Sandra Jara, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of an Order authorizing the establishment of streetlights along county roads located in Eldora Heights Phases I, II, III and Goolie Meadows Phases I and II.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Budgetary Impact; statements will generate revenue for the reimbursement of the current colonia streetlight program.

Attachments

1
2
3
4
5

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 03:08 PM
Merlen P. Munoz	Merlen P. Munoz	03/02/2016 03:41 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Jara Started On: 02/25/2016 08:41 AM
Final Approval Date: 03/04/2016

AN ORDER FOR THE ESTABLISHMENT OF STREET LIGHTS IN AN UNINCORPORATED AREA OF HIDALGO COUNTY FOR THE GOOLIE MEADOWS- PHASE II SUBDIVISION

WHEREAS, Goolie Meadows- Phase II subdivision residents live in an unincorporated area of Hidalgo County (County) and do not have adequate street lights; and

WHEREAS, the establishment of street lights along County roads located in Goolie Meadows- Phase II subdivision would benefit landowners and improve the safety, security, and wellbeing of residents living in Goolie Meadows- Phase II, which is characterized by poor infrastructure and higher incidents of crime; and

WHEREAS, under section 280.003 of the Texas Transportation Code, the commissioners court of a county that has any of its territory located within 150 miles of an international boundary may establish street lights along a county road located in a subdivision; and

WHEREAS, on November 6, 2015, the Hidalgo County Commissioner's Court adopted and approved Rules & Guidelines for the implementation of a Street Lights Program in Hidalgo County;

NOW, THEREFORE, be it RESOLVED that the Hidalgo County Commissioner's Court does hereby order the establishment of street lights along the county roads located in the Goolie Meadows- Phase II subdivision. The establishment of street lights shall be in accordance with the Hidalgo County Unincorporated Subdivisions Street Lights Program Rules & Guidelines previously established by the Court.

EFFECTIVE DATE

Approved this _____ day of _____, 2016.

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

AN ORDER FOR THE ESTABLISHMENT OF STREET LIGHTS IN AN UNINCORPORATED AREA OF HIDALGO COUNTY FOR THE GOOLIE MEADOWS- PHASE I SUBDIVISION

WHEREAS, Goolie Meadows- Phase I subdivision residents live in an unincorporated area of Hidalgo County (County) and do not have adequate street lights; and

WHEREAS, the establishment of street lights along County roads located in Goolie Meadows- Phase I subdivision would benefit landowners and improve the safety, security, and wellbeing of residents living in Goolie Meadows- Phase I, which is characterized by poor infrastructure and higher incidents of crime; and

WHEREAS, under section 280.003 of the Texas Transportation Code, the commissioners court of a county that has any of its territory located within 150 miles of an international boundary may establish street lights along a county road located in a subdivision; and

WHEREAS, on November 6, 2015, the Hidalgo County Commissioner's Court adopted and approved Rules & Guidelines for the implementation of a Street Lights Program in Hidalgo County;

NOW, THEREFORE, be it RESOLVED that the Hidalgo County Commissioner's Court does hereby order the establishment of street lights along the county roads located in the Goolie Meadows- Phase I subdivision. The establishment of street lights shall be in accordance with the Hidalgo County Unincorporated Subdivisions Street Lights Program Rules & Guidelines previously established by the Court.

EFFECTIVE DATE

Approved this _____ day of _____, 2016.

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

AN ORDER FOR THE ESTABLISHMENT OF STREET LIGHTS IN AN UNINCORPORATED AREA OF HIDALGO COUNTY FOR THE ELDORA HEIGHTS- PHASE I SUBDIVISION

WHEREAS, Eldora Heights- Phase I subdivision residents live in an unincorporated area of Hidalgo County (County) and do not have adequate street lights; and

WHEREAS, the establishment of street lights along County roads located in Eldora Heights- Phase I subdivision would benefit landowners and improve the safety, security, and wellbeing of residents living in Eldora Heights- Phase I, which is characterized by poor infrastructure and higher incidents of crime; and

WHEREAS, under section 280.003 of the Texas Transportation Code, the commissioners court of a county that has any of its territory located within 150 miles of an international boundary may establish street lights along a county road located in a subdivision; and

WHEREAS, on November 6, 2015, the Hidalgo County Commissioner's Court adopted and approved Rules & Guidelines for the implementation of a Street Lights Program in Hidalgo County;

NOW, THEREFORE, be it RESOLVED that the Hidalgo County Commissioner's Court does hereby order the establishment of street lights along the county roads located in the Eldora Heights- Phase I subdivision. The establishment of street lights shall be in accordance with the Hidalgo County Unincorporated Subdivisions Street Lights Program Rules & Guidelines previously established by the Court.

EFFECTIVE DATE

Approved this _____ day of _____, 2016.

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

AN ORDER FOR THE ESTABLISHMENT OF STREET LIGHTS IN AN UNINCORPORATED AREA OF HIDALGO COUNTY FOR THE ELDORA HEIGHTS- PHASE II SUBDIVISION

WHEREAS, Eldora Heights- Phase II subdivision residents live in an unincorporated area of Hidalgo County (County) and do not have adequate street lights; and

WHEREAS, the establishment of street lights along County roads located in Eldora Heights- Phase II subdivision would benefit landowners and improve the safety, security, and wellbeing of residents living in Eldora Heights- Phase II, which is characterized by poor infrastructure and higher incidents of crime; and

WHEREAS, under section 280.003 of the Texas Transportation Code, the commissioners court of a county that has any of its territory located within 150 miles of an international boundary may establish street lights along a county road located in a subdivision; and

WHEREAS, on November 6, 2015, the Hidalgo County Commissioner's Court adopted and approved Rules & Guidelines for the implementation of a Street Lights Program in Hidalgo County;

NOW, THEREFORE, be it RESOLVED that the Hidalgo County Commissioner's Court does hereby order the establishment of street lights along the county roads located in the Eldora Heights- Phase II subdivision. The establishment of street lights shall be in accordance with the Hidalgo County Unincorporated Subdivisions Street Lights Program Rules & Guidelines previously established by the Court.

EFFECTIVE DATE

Approved this _____ day of _____, 2016.

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

AN ORDER FOR THE ESTABLISHMENT OF STREET LIGHTS IN AN UNINCORPORATED AREA OF HIDALGO COUNTY FOR THE ELDORA HEIGHTS- PHASE III SUBDIVISION

WHEREAS, Eldora Heights- Phase III subdivision residents live in an unincorporated area of Hidalgo County (County) and do not have adequate street lights; and

WHEREAS, the establishment of street lights along County roads located in Eldora Heights- Phase III subdivision would benefit landowners and improve the safety, security, and wellbeing of residents living in Eldora Heights- Phase III, which is characterized by poor infrastructure and higher incidents of crime; and

WHEREAS, under section 280.003 of the Texas Transportation Code, the commissioners court of a county that has any of its territory located within 150 miles of an international boundary may establish street lights along a county road located in a subdivision; and

WHEREAS, on November 6, 2015, the Hidalgo County Commissioner's Court adopted and approved Rules & Guidelines for the implementation of a Street Lights Program in Hidalgo County;

NOW, THEREFORE, be it RESOLVED that the Hidalgo County Commissioner's Court does hereby order the establishment of street lights along the county roads located in the Eldora Heights- Phase III subdivision. The establishment of street lights shall be in accordance with the Hidalgo County Unincorporated Subdivisions Street Lights Program Rules & Guidelines previously established by the Court.

EFFECTIVE DATE

Approved this _____ day of _____, 2016.

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-53649

Budget and Management 20.
B. 1.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted By: Debbie Tamez, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Health Department (1293):
Approval to deobligate funds from the Health Department CPS/HAZARDS FY15 Grant in the amount of $694.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1293-441-00-340-013-5-584
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N/A

BUDGETARY IMPACT:
Funds available as of 3/03/16.

The reduction in the budget appropriation is needed to correct a variance discrepancy between the expenditure and revenue appropriation that occurred when AI-50233 was processed. Deobligation of funds is required in order for the Auditor's Office to properly close out the FY15 grant and to process the grant account balance rollovers.

Attachments

2015 Deobligation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 11:16 AM
Ivan Cantu	Ivan Cantu	03/03/2016 11:27 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Debbie Tamez Started On: 03/03/2016 11:10 AM
Final Approval Date: 03/04/2016

DATE: March 7, 2016

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Health Department (CPS/HAZARDS Grant)

ACCOUNT NUMBER: 5-1293-441-00-340-013-5-584

Contact Person: Debbie Tamez Ph#: (956) 292-7025 ext. 5427

2015
Deobligation

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
5-1293-441-00-340-013-5- 584	**CPS/HAZARDS-**	**REGISTRATION FEES**	**(694.00)**
		TOTAL BUDGET INCREASE (DECREASE)	**(694.00)**

REASON: The reduction in the budget appropriation is needed to correct a variance discrepancy between the expenditure and revenue appropriation that occurred when AI-50233 was processed. Deobligation of funds is required in order for the Auditor's Office to properly close out the FY15 grant and to process the grant account balance rollovers.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

AI-53521

Purchasing Department 21.
A. 1.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Approval of a revision to previously approved (CC12/08/15-AI#52528) Agreement with Brown & Brown Lone Star Insurance Services, Inc., dba, Alamo Insurance Group (C-15-283-12-08) for: Consulting Services for Self-Funded Insured Group Health to reflect the RFP as part of agreement along with the language to include it.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-2201-415-00-115-009-0-339
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through P.O. 739139 - 2 payments have already been made.

Attachments

agreement bnb
legal ok-revision
CIQ

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/03/2016 04:58 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Yvette Islas Started On: 02/23/2016 01:55 PM
Final Approval Date: 03/04/2016

FILED
AT 3:30 O'CLOCK P M
FEB 22 2016
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

C-15-283-12-08
CONSULTANT SERVICES AGREEMENT

THIS **CONSULTANT SERVICES AGREEMENT** (this "Agreement"), effective January 1, 2016 (the "Effective Date"), is made by and between **HIDALGO COUNTY** ("County"), and the San Antonio office of **BROWN & BROWN LONE STAR INSURANCE SERVICES, INC., D/B/A ALAMO INSURANCE GROUP** ("Consultant").

Background

County wishes to retain Consultant to perform certain specified advisory services as described in this Agreement. Consultant wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term**. The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, with the option of the County to renew for three (3) additional one (1) year periods at the same rate and terms, unless sooner terminated as herein provided.

2. **Relationship of Parties**. Consultant is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Consultant by the County, Consultant will provide services to the County as an insurance consultant. County acknowledges that Consultant, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities County expressly consents to such relationship, if applicable, in the rendition of services by Consultant under this Agreement.

3. **Consultant Services.** Consultant, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services") & Requests for Proposals (RFP) No. 2015-283-10-28-YSS Procurement Package including Exhibit "A" Requirements as made part of this Agreement. **Nothing in this Agreement shall be construed to impose any obligations on Consultant, or limitations on Consultant's compensation, relative to services other than as specifically delineated above.**

4. **County Responsibilities**. In consideration of the Services provided by Consultant, County agrees as follows:

(a) County shall cooperate fully with Consultant and the insurance companies with whom Consultant solicits in the performance of Consultant's obligations under this Agreement.

(b) County shall timely produce complete and accurate information including, but not limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Consultant. County further agrees to provide Consultant with notice of any material changes in County's business operations, risk exposures or in any other material information provided under this Agreement. In addition, County shall carefully read each insurance policy issued to County in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. County is responsible for recommending any changes to insurance policies issued to County.

5. **Compensation.** In consideration of the Services, County shall compensate Consultant as set forth in Schedule B (the "Consultant Services Fee"). With regard to the Consultant Services Fee, County and Consultant acknowledge and agree as follows:

(a) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation and charges set forth in this Agreement and shall be paid by County upon request.

(b) County acknowledges and agrees that the Consultant Services Fee is reasonable in relation to the Services to be provided by Consultant hereunder.

6. **Confidentiality**. To the extent consistent with performances of Consultant's duties under this Agreement, Consultant and County agree to hold in

confidence Confidential Information (defined below). County acknowledges, however, that Consultant will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Consultant or County become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination**.

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, in the event that, during any Term hereof, the Commissioners Court does not appropriate sufficient funds to meet the monetary obligations of the County under this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to Consultant. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of the 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. 1996).

In addition and notwithstanding the provision in subparagraph (a) above, County may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Consultant's insurance license in the State of Texas if not cured by Consultant within sixty (60) days following such suspension or termination; (ii) Consultant's participation in any fraud; or (iii) Consultant's material failure to properly perform its duties and responsibilities hereunder because of Consultant's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Consultant may terminate this Agreement upon the happening of any one of the following causes: (i) County's failure to pay any Consultant Services Fee more than forty-five (45) days after such payment is due; (ii) County's participation in any fraud; or (iii) County's material failure to properly perform its duties and responsibilities hereunder because of County's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release County from any accrued obligation to pay any sum to Consultant (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

(e) Notwithstanding anything to the contrary herein, County may terminate the Contract without cause upon (30) days written notice at any time for any reason or no reason at all. In the event this Contract is terminated without cause by County, but not otherwise, any unpaid fees or compensation owing to Consultant at the time of termination under this Contract will be due and payable to Consultant within thirty (30) days following the time of contract termination.

8. **Notices**. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to County:

Honorable Ramon Garcia
Hidalgo County Judge
100 E. Cano Street, 2nd Floor
Edinburg, Texas 78539
Email: countyjudge@co.hidalgo.tx.us

If to Consultant:

Brown & Brown Lone Star Insurance Services, Inc.
d/b/a Alamo Insurance Group
3201 Cherry Ridge Drive, Bldg. D504
San Antonio, Texas 78203
Attn: Danny Simmerman
Email: dsimmerman@alamoinsgrp.com

With a copy to:

Brown & Brown, Inc.
220 Ridgewood Ave
Daytona Beach, FL 32114
Attn: Carrie R. Brown, Corporate Counsel
Email: carrie.brown@bbins.com

or such other address as either shall give to the other in writing for this purpose.

9. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Texas Law Applies; Venue**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Hidalgo County, Texas.

11. **Assignment**. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

12. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of County and Consultant by their respective duly authorized representatives.

[Remainder of page intentionally left blank – Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY:

Hidalgo County
the County of Hidalgo, Texas

By:_____
Name: Ramon Garcia
Title: County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15

Witnesses:

By:_____
Name: _____
Title: _____

CONSULTANT:

Brown & Brown Lone Star Insurance Services, Inc. d/b/a Alamo Insurance Group
a Texas corporation

By: _____
Name: John McMahan
Title: Executive Vice President

Witnesses:

By: _____
Name: Greg Coldewey
Title: SRVP

Attest:

By:_____
Name: Arturo Guajardo
Title: County Clerk
Date:

Approved by Commission Court

By: _____
Name: _____
Title: _____

Approved as to Form:
Atlas, Hall & Rodriquez, LLP

By:_____
Name: Stephen L. Crain
Title: Partner

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY:

Hidalgo County
the County of Hidalgo, Texas

By: Ramon Garcia
Name: Ramon Garcia
Title: County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 12/8/15 mb

Witnesses:

By: Monica Padilla
Name: Monica Padilla
Title: Court Administrator

Attest:

By: Arturo Guajardo
Name: Arturo Guajardo
Title: County Clerk
Date:

COMMISSIONERS COURT
HIDALGO COUNTY, TEXAS

Approved as to Form:
Atlas, Hall & Rodriquez, LLP

By:
Name: Stephen L. Crain
Title: Partner

CONSULTANT:

Brown & Brown Lone Star Insurance Services, Inc. d/b/a Alamo Insurance Group
a Texas corporation

By: _____
Name: John McMahan
Title: Executive Vice President

Witnesses:

By: _____
Name: _____
Title: _____

Approved by Commission Court

By: _____
Name: _____
Title: _____

SCHEDULE A

CONSULTANT SERVICES

Subject to the terms of this Consultant Services Agreement, Consultant shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) Group Life and Accidental Death Plan; (b) Group Health Benefits Plan; and (c) Third Party Administration Services.

Services are as follows:

1 Monitoring the current health benefits provider, from January 1, 2016 through December 31, 2019.

2 Information and data collection.

3 Review medical plan information and data from health benefits providers.

4 Prepare the Request for Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP).

5 Solicitation of qualified insurers and vendors.

6 Analyze the RFP responses and make recommendations for vendor(s) and coverage.

7 Make recommendation for the selection and presentations of vendor finalists.

8 Program implementation effective January 1, 2016 to December 31, 2019.

9 Program premium recommendation.

10 Initiatives to reduce group healthcare cost such as wellness programs.

SCHEDULE B

COMPENSATION

Consultant Services Fee:

In consideration of the Services, County shall compensate Consultant in the amount of SIXTY THOUSAND DOLLARS AND 00/100 ($60,000.00) each year during the term and duration of this Agreement (the "Consultant Services Fee"). The Consultant Services Fee shall be due and payable in equal monthly installments, the first of every month, in the amount of **FIVE THOUSAND DOLLARS AND 00/100 ($5,000.00).** The first installment shall be fully earned and payable upon the County's execution and delivery of this Agreement.

RFP NO.2015-283-10-28-YSS

Consulting Services for Self-Funded Insured Group Health for Hidalgo County Employees

Procurement Package

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-9608

Date Filed:
02/05/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brown & Brown Lone Star Insurance Services, Inc. DBA Alamo Insurance Group
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
283
C-15-23-12-08
Consulting Services for Self-Insured Group Health for Hidalgo County Employees

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

RACHEL A. JIMENEZ
Notary Public State of Texas
My Commission Expires
OCTOBER 23, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said GARY LOONEY, this the 5th day of FEBRUARY, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath — Printed name of officer administering oath: RACHEL A. JIMENEZ — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-9608

Date Filed:
02/05/2016

Date Acknowledged:
02/11/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brown & Brown Lone Star Insurance Services, Inc. DBA Alamo Insurance Group
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-15-23-12-08 ← C-15-283-12-08

Consulting Services for Self-Insured Group Health for Hidalgo County Employees

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

PURCHASING DEPARTMENT
County Of Hidalgo

October 05, 2015

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals - **"Consulting Services for: Self-Funded Insured Group Health"**
RFP NO: 2015-283-10-28-YSS

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY
"CONSULTING SERVICES FOR: SELF FUNDED INSURED GROUP HEALTH"

RFP NO: 2015-283-10-28-YSS

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, Scope of Services, Terms and Conditions consisting of 7 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.

The above mentioned items shall be found in the Request for Proposals (RFP) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

October 05, 2015

RFP NO: 2015-283-10-28-YSS	Buyer: YVETTE SALINAS	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"CONSULTING SERVICES FOR:
SELF-FUNDED INSURED GROUP HEALTH"

PROPOSAL ACCEPTANCE DATE

OCTOBER 28, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Proposals** will be received for **"Hidalgo County–Consulting Services for: Self-Funded Insured Group Health",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposals may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. **ONE (1) ORIGINAL AND SEVEN (7) COPIES** are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, "**RFP No: 2015-283-10-28-YSS- Hidalgo County-"Consulting Services For: Self-Funded Insured Group Health"** 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, OCTOBER 28, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE WITH THE FOLLOWING REFERENCE: RFP NO: 2015-283-10-28-YSS-HIDALGO COUNTY- "Consulting Services for: Self Funded Insured Group Health"

   WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956) 292-7612 or via email to yvette.salinas@co.hidalgo.tx.us by NO LATER THAN Wednesday, October 14, 2015, at 5:00 pm. Responses will be sent to all applicants by Friday October 16, 2015 at 5:00 pm. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any items(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all proposals/qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C)** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each submitter shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the proposal

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to accept proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by Hidalgo County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all RFP's

11. Costs are to be net F.O.B. destination 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's budget for this fiscal year only. County on an annual basis has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. **<u>BILLING AND PAYMENT INSTRUCTIONS</u>:**

- Invoices must include:
  - a) Name and address of successful submitter
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)

d) Notation - ""**Hidalgo County–Consulting Services for: Self-Funded Insured Group Health**" 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:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS**

Proposal Acceptance Date:	**October 28, 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 and services exceeding $100,000, all submitters shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

  All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications~~.

19. **ETHICAL STANDARDS**:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
    - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

24 . Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful proposer will be in effect until:
    a) the contract expires;
    b) delivery and acceptance of products, and/or performance of services ordered, or;
    c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

27. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

28. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposal shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Proposal for
HIDALGO COUNTY-
"Consulting Services for Self-Funded Insured Group Health"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Submitter agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting proposal, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

**"CONSULTING SERVICES FOR:
SELF FUNDED INSURED GROUP HEALTH"**

RFP NO: 2015-283-10-28-YSS

HIDALGO COUNTY

REQUEST FOR PROPOSAL
"Consulting Services for:
Self-Funded Insured Group Health"
RFP No: 2015-283-10-28-YSS

OVERVIEW:
The County of Hidalgo is seeking qualified participants to enter into a contract(s) for the following services:

Self-Funded Insured Group Health: A Health Benefits Consultant that is licensed by the State of Texas, including licensed pursuant to Article 21.07-02 of the Insurance Code of 1951. Hidalgo County is requiring a copy of your Life and Health Insurance Counselor License to ensure compliance with said statute. The consultant is being engaged to assist the County in procuring group health benefits including Life, Accidental Death and Dismemberment for approximately 3800. The County's current Group Health Benefits Plan with Life, Accidental Death and Dismemberment coverage expires on December 31, 2015.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Consulting Services for: Part I-Self-Funded Insured Group Health Benefits including Life, Accidental Death and Dismemberment Consultant(s) selected by Hidalgo County for Hidalgo County Drainage District №. 1. Should the Board of Directors of Hidalgo County Drainage District No. 1 decide the firm selected as the Consultant is the same as the one selected by Hidalgo County, the firm shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

The Hidalgo County Appraisal District Board of Directors may, at their option, utilize the "Consulting Services for: Self-Funded Insured Group Health Benefits including Life, Accidental Death and Dismemberment Consultant(s) selected by Hidalgo County for Hidalgo County Appraisal District Board of Directors. Should the Board of Directors of Hidalgo County Appraisal District decide the firm selected as the Consultant is the same as the one selected by Hidalgo County, the firm shall offer Hidalgo County Appraisal District the same terms and provisions as it offers Hidalgo County.

The consultants must prepare to devote sufficient staff and time to the County to monitor the current group health benefits provider and assure that replacement coverage is selected and in place by January 01, 2016. The Hidalgo County Purchasing Department will receive sealed envelopes containing request for proposals with qualifications for the provision of **"Consulting Services for: Self-Funded Insured Group Health"** as specified herein.

Sealed proposals will be accepted until **9:30 A.M., Wednesday, OCTOBER 28, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP No: **2015-283-10-28-YSS**
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

All applicable forms in this packet must be filled in its entirety and submitted with proposal response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SECTION I GENERAL TERMS AND CONDITIONS:

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals must be routed to Martha L. Salazar, CPPB, Purchasing Agent, Hidalgo County Purchasing Department, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA AT 956-292-7612 OR E-MAIL AT yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, **OCTOBER 14, 2015** at 5:00 PM. Responses will be sent to all applicants via facsimile by Friday, **OCTOBER 16, 2015**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All costs and expenses associated with the preparation and submission of all (bid, proposals, request for qualification and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

NUMBER OF PROPOSALS TO BE SUBMITTED: An original and seven (7) copies of RFP should be submitted.

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete 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 PROPOSER.**

PROPOSER'S AFFIDAVIT: Prior Contract award, 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 (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION: Submitters, by submitting the signed Proposer's Affidavit, certify that the accompanying submission is not the result of , or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS:

Submitters must submit completed form enclosed herein.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS: Hidalgo County requires submitters, when hand delivering request for proposals with qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS: In order to be considered all submittals **must** be signed by a person authorized to bind the company or firm. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT:
Effective date to commence is January 01, 2016. The term of the contract is for an initial period of one (1) year with County's option to renew three (3) additional one (1) year terms.

Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term due to unforeseen delay of award for the next contract term.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

SECTION II RFP REQUIREMENTS:

REQUEST FOR PROPOSAL: The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

CONTENTS: The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

SELF-FUNDED INSURED GROUP HEALTH FIRM QUALIFICATIONS: This section should contain the qualifications of the organization and the office location(s) involved. Additionally, this section should include:

a. A description of the firm's personnel and their most recent similar projects;
b. A summary example of at least one similar project with a county government;

c. A minimum of three (3) client references for whom the same type of work or services was performed (list must include name, address, telephone number, date and project description) should be included for reference purposes;
d. A summary of the work plan, approach, tasks and outline of information that will be required from Hidalgo County;
e. A typical schedule for the completion of this type of project; and
f. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided;
g. Errors and Omissions Insurance (Min. $1 million per occurrence);
h. Pursuant to Article 21.07-2 of the Insurance Code of 1951, Hidalgo County is requiring a copy of your Life and Health Insurance Counselor License to ensure compliance with said stature along with all other State, Federal or Local requirements.
i. Minimum of five (5) years experience with County Government.

This project is limited to five (5) pages.

(A) The Consultant must not have any monetary or financial interest with a potential participant. This project is limited to five (5) pages.

Pursuant to Article 21.07-2 "Life and Health Insurance Counselor License-Prohibition of dual compensation-Section 4a.

(B) The Consultant will not be allowed to sell any products related to Hidalgo County Self-Insured Group Health Program.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any licenses and certifications as required by the State of Texas and Hidalgo County. The Group Health Consultant firm(s) should add copies of their Professional Liability Insurance.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter'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.

SCOPE OF SERVICES: Consultant Services for Group Health is on an **"As Needed Basis"** including, but not limited to the following for:

GROUP HEALTH CONSULTANT

- Monitoring of current health benefits provider, through December 31, 2015.
- Information and data collection.

- Preparation of the Request for a Group Health Benefits Plan with Life, Accidental Death and Dismemberment Proposal (RFP).
- Solicitation of qualified insurers and vendors.
- Analysis of responses for recommendation.
- Selection and presentation of finalists; and
- Program implementation (effective 01-01-16).
- Program premium recommendation.
- Initiatives to reduce group healthcare cost such as wellness programs.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: Proposer is to provide a fee proposal based on the scope of work.

SECTION III: SELECTION AND SCHEDULES:

SELECTION PROCEDURES: The RFP shall be submitted according to the program implementation date of January 01, 2016. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, qualifications, evidence of good organization background, references, ability to provide requested services any other factors found necessary for quality services.

RFP Scoring and Ranking:

(A) Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County Request for Proposals.

(B) After the proposals have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Negotiation Process: Hidalgo County Commissioner's Court will authorize the Purchasing Department to proceed to negotiate the proposal section of the RFP with the number one ranked firm. The firm will submit a detailed Scope of Services, project schedule/portion and flat fee proposal for negotiation. The consulting services firm shall be compensated by the County on an agreed upon flat fee. No commission fees will be allowed. After negotiations, if a contract for the engagement cannot be successfully completed for Commissioners Court's approval, the Purchasing Department will recommend to Commissioners Court that negotiations be ceased and the process will proceed with the second ranked firm. This process will continue until negotiation efforts are successful. The County of Hidalgo reserves the right to reject any and all RFP's.

Any contract awarded to a successful proposer will be in effect until **(a)** the contract expires, **(b)** delivery and acceptance of products and/or performance of services ordered, or **(c)** terminated by County with thirty (30) day's written notice prior to cancellation.

EVALUATION SYSTEM: The evaluation consists of a 100-point scoring system. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP.

EXHIBIT B

EVALUATION/SELECTION CRITERIA

HIDALGO COUNTY

REQUEST FOR PROPOSAL

"CONSULTING SERVICES FOR SELF FUNDED INSURED GROUP HEATH"

RFP NO: 2015-283-10-28-YSS

Exhibit "B"

Evaluation Criteria
RFP Nº 2015-283-10-28-YSS

The following evaluation criteria shall be followed in selection of those proposals being selected:

I. QUALIFICATIONS 25 pts.

A. Credentials, firm's personnel, their most recent similar projects, experience with government entities and level of commitment; 10 pts.

B. Staffing level/experience of staff, bilingual staffing capabilities and capability to providing services; 10 pts.

C. Experience of good organization and firm's management service 5 pts.

II. RESPONSIVENESS 25 pts.

A. Requested information is included, completeness and thoroughness of documentation of response 10 pts.

B. RFP Clarity and brevity of response; 10 pts.

C. Location of Consultant's Office (Hidalgo County) 5 pts.

III. IMPLEMENTATION PLAN 30 pts.

A. Efficiency and comprehensiveness of the methods to be used in performing the Consulting Services; 10 pts.

B. A summary of work plan, approach, tasks and outline of information that will be required from Hidalgo County 10 pts.

C. Comprehensiveness of benefit offerings and quantitative analysis of benefits versus cost; 10 pts.

IV. COST 20 pts.

Fee 20 pts.

EXHIBIT "B"

RFP EVALUATION FORM
"CONSULTING SERVICES FOR SELF FUNDED INSURED GROUP HEALTH"

Selection Criteria	Minimum Points	Score
1. QUALIFICATIONS 25 PTS		
➢ Credentials, firm's personnel, their most recent similar projects, experience with government entities and level of commitment;	0-10	
➢ Staffing level/experience of staff, bilingual staffing capabilities and capability to providing services;	0-10	
➢ Experience of good organization and firm's management service	0-5	
Comments/Rationale for points:	**TOTAL:**	_____
2. RESPONSIVENESS 25 PTS		
➢ Requested information is included, completeness and thoroughness of documentation of response;	0-10	
➢ RFP clarity and brevity of response	0-10	
➢ Location of Consultant's Office (Hidalgo County)	0-5	
Comments/Rationale for points:	**TOTAL:**	_____
3. IMPLEMENTATION PLAN: 30 PTS		
➢ Efficiency and comprehensiveness of the methods to be used in performing the Consulting Services;	0-10	
➢ A summary of work plan, approach, tasks and outline of information that will be required from Hidalgo County;	0-10	
➢ Comprehensiveness of benefits offerings and quantitative analysis of benefits versus cost;	0-10	
4. COST 20 PTS	0-20	
Comments/Rationale for points:	**TOTAL:**	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

BROWN-3 OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2016

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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 M. Decker Youngman	CONTACT NAME: LAURIE KOHLER #16025 PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL ADDRESS: lkohler@bbdaytona.com
INSURED BROWN & BROWN INC ETAL P O BOX 2412 DAYTONA BEACH, FL 32115	INSURER A: Travelers Prop & Cas of Amer 25674 INSURER B: Continental Casualty Co 20443 INSURER C: Travelers Indemnity 25658 INSURER D: XL Specialty Ins Inc. 37885 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 12025** **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						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			TC2JGLSA9527B87416	01/01/2016	01/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS			TC2JCAP9527B86216	01/01/2016	01/01/2017	BODILY INJURY (Per accident)	$	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE			6011849429	01/01/2016	01/01/2017	AGGREGATE	$	1,000,000
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A			TC2JUB9517B58016	01/01/2016	01/01/2017	E.L. EACH ACCIDENT	$	1,000,000
C	(Mandatory in NH)			TRKUB9518B76116	01/01/2016	01/01/2017	E.L. DISEASE - EA EMPLOYEE	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	INS AGENTS E&O			ELU142465-16	01/01/2016	01/01/2017	EACH LOSS		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSURED: BROWN & BROWN LONE STAR INSURANCE SERVICES, INC.
LOCATIONS: 3201 CHERRY RIDGE DR., STE D405, SAN ANTONIO, TX 78230; 10700 NORTH FREEWAY, STE. 300, HOUSTON, TX 77037; 11149 RESEARCH BLVD., AUSTIN, TX 78759.

CERTIFICATE HOLDER

BROW169

BROWN & BROWN LONE STAR
INSURANCE SERVICES INC
dba ALAMO INSURANCE GROUP
3201 CHERRY RIDGE STE D405
SAN ANTONIO, TX 78230

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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BROWN-3 OP ID: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2015

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
Brown & Brown of Florida, Inc.
Daytona Beach Office
P.O. Box 2412
Daytona Beach, FL 32115-2412
M. Decker Youngman

RECEIVED DEC 29 2015

CONTACT NAME: LAURIE KOHLER #16002
PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729
E-MAIL ADDRESS: lkohler@bbdaytona.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Ins Inc.	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BROWN & BROWN INC ETAL
P O BOX 2412
DAYTONA BEACH, FL 32115

COVERAGES **CERTIFICATE NUMBER: 12002** **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						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	INS AGENTS/BROKERS			ELU142465-16	01/01/2016	01/01/2017	EACH LOSS	5,000,000
	PROF LIAB E&O						& AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED: BROWN & BROWN INSURANCE SERVICES OF SAN ANTONIO INC dba ALAMO INSURANCE GROUP.

CERTIFICATE HOLDER

HILDC01

HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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 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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 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:

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, 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.

APPROVED

AI-52528 **Purchasing Department** **16. B. 1.**

CC - REGULAR

Meeting Date: 12/08/2015

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval and acceptance of the negotiated agreement between Hidalgo County and Brown & Brown Lone Star Insurance Services, Inc. dba Alamo Insurance Group (ranked by HCCC on 11-17-15) including the Best And Final Offer (BAFO) for RFP No: 2015-283-10-28-YSS Consulting Services for Self-Funded Insured Group Health.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 6-2201-415-00-115-009-0-339

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

BUDGETARY IMPACT:

2016 Adopted Budget approved $47,500.00.

Attachments

ai 52528 bk up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	12/04/2015 04:02 PM
Budget & Management	Veronica Ortiz	12/04/2015 04:03 PM
Auditor's Office	Monica Badillo	12/04/2015 05:24 PM
Form Started By: Yvette Islas		Started On: 12/04/2015 10:31 AM
Final Approval Date: 12/04/2015		

RECEIVED
DEC 18 2015
ALAMO INSURANCE GROUP
San Antonio, TX

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Fwd: Agreement-Cons Svcs Self Funded Insured Grp Health

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Feb 01, 2016 11:01 AM

Subject : Fwd: Agreement-Cons Svcs Self Funded Insured Grp Health

To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Here you are. Sorry about delay.
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, January 26, 2016 5:24:43 PM
Subject: RE: Agreement-Cons Svcs Self Funded Insured Grp Health

Let's state revision after initial approval and get a 1295.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 26, 2016 5:07 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Subject: Re: Agreement-Cons Svcs Self Funded Insured Grp Health

Yes, it was approved 12-08-15 but not executed. So how do we place on agenda? Place on as a modification? Remember Judge wouldn't sign the first version.
Let us know.
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, January 26, 2016 3:12:56 PM

Subject: RE: Agreement-Cons Svcs Self Funded Insured Grp Health

It is OK but was it approved before January 1st?

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, January 26, 2016 2:53 PM
To: Steve Crain <scrain@atlashall.com>
Cc: Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>; Maria Lumbreras <maria.lumbreras@co.hidalgo.tx.us>; Valde <valde.guerra@co.hidalgo.tx.us>; Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>
Subject: Fwd: Agreement-Cons Svcs Self Funded Insured Grp Health

Mr. Crain:
Attached for your review and comment as to form is a modified awarded consulting services contract with Alamo Insurance for our Self Funded Group Health Plan. The vendor submitted the final form of agreement. It was sent to you for review and approval as to form [which you did approve]. When the contract went to County Judge for execution, it was observed by Judge's staff that the scope of services on the vendor's contract document were not inclusive of the list on the original RFP. Judge did not want to execute as he felt [and we agree], the full list of services needed to be incorporated into the document. Thus, we are providing you a modified [vendor generated document] incorporating language that will reference the scope of services in RFP-Exhibit A and made part of the agreement. Alamo is in full concurrence and informs us that it was always their intent to provide all the services listed on the original RFP document but failed to list them on their proposed contract. Ms. Yvette Salinas, Buyer also failed to notice that 2 of the listed services were missing. Please let us know of your review so as to place on the next HCCC agenda for approval of the modified document.
Yours truly,
Marty Salazar

From: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
To: "Martha L. Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, January 26, 2016 2:26:00 PM
Subject: Agreement-Cons Svcs Self Funded Insured Grp Health

Ms Marty,

Please review the highlighted area and advise.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540



Instrument Number: 2013-2372253

As

Recorded On: January 09, 2013 **Recording**

Parties: **Billable Pages: 1**

To **Number of Pages: 2**

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** 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: 2013-2372253
Receipt Number: 1327627
Recorded Date/Time: January 09, 2013 10:14A

User / Station: M Cantu - Cash Station 01

Record and Return To:

ALAMO INSURANCE GROUP
RETURN TO CUSTOMER
TX

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

Recorded On-2013-Jan-09 As-2372253

EXHIBIT "D"

2372253

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None Alamo Insurance Group

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

01/08/2013

Date

John Bob McMahan

Adopted 06/29/2007

AI-53533

Purchasing Department 21.
A. 2.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandra Montalvo, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet [draft service contract, legal notice etc] as attached hereto for Hidalgo County-Flexible Base Materials (Crushed Caliche) RFB No. 2016-077-SMA including the re-advertising of project in the event no bid responses are received and/or rejected and project is still required.

BACKGROUND

Proposed schedule of events:
1st advertisement: 03/26/16
2nd advertisement: 04/02/16
Bid Opening Date: 04/13/16

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 1200-431-00-121-005-0-610
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n
BUDGETARY IMPACT:

FISCAL YEAR: 2016 ACCT. #: 1200-431-00-123-003-0-610
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

Pct. 1 memo
Pct 3 memo-approval
draft specs, bid page, legal notice
draft contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/03/2016 04:59 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Sandra Montalvo Started On: 02/24/2016 03:09 PM

Final Approval Date: 03/04/2016

RECEIVED
2 4 2016

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 Approval)

TO: **ALL DEPARTMENT HEADS**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: February 13, 2016

RE: Approval of Specifications/Requirements for: Bid No.: ***2016-077-00-00-SMA-HIDALGO COUNTY -"Flexible Base (Crushed Caliche)"***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE	☑	**DISAPPROVE**	☐
APPROVED WITH MODIFICATIONS		☐	

FUNDS AVAILABILITY: ✓ **Yes /** _____ **No /** _____

Other (specify)_____

BUDGET ACCOUNT #: 6-1200-431-00-121-005-0-610

	Raul Lozano	Pct. 1	2/18/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Tuesday, February 23, 2016 @ 10:00 a.m.

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 Approval)

TO: **ALL DEPARTMENT HEADS**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: February 13, 2016

RE: Approval of Specifications/Requirements for: Bid No.: ***2016-077-00-00-SMA-HIDALGO COUNTY -"Flexible Base (Crushed Caliche)"***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE	☑	**DISAPPROVE**	☐
APPROVED WITH MODIFICATIONS		☐	

FUNDS AVAILABILITY: ✓ **Yes /** _____ **No /** _____

Other (specify)_____

BUDGET ACCOUNT #: 6-1200-431-0423-005-0-610
721

	Joe M. Flores	Pct #3	2/12/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Tuesday, February 23, 2016 @ 10:00 a.m.

Enclosures

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

Approval of Spec. - Flexible Base

From : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us> Thu, Feb 18, 2016 09:58 AM

Subject : Approval of Spec. - Flexible Base 1 attachment

To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Good morning Sandra,

Attached is the approve specs.

Thanks.

Approval of Specs..pdf
279 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 Approval)

TO: **ALL DEPARTMENT HEADS**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: February 25, 2016

RE: Approval of Specifications/Requirements for: Bid No.: ***2016-077-00-00-SMA-HIDALGO COUNTY -"Flexible Base Material (Crushed Caliche)"***

Please review the **CURRENT SPECIFICATIONS** and indicate if they meet all your requirements by selecting **APPROVE, DISAPPROVE (or) APPROVED WITH MODIFICATIONS** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE	☑ my	**DISAPPROVE**	☐
		APPROVED WITH MODIFICATIONS	☐

FUNDS AVAILABILITY: _____Yes / _____ No / _____

Other (specify)_____

BUDGET ACCOUNT #:_____

PE	RAUL E. SESIN, PE	HDDT / COUNTY	2/25/16
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than, Friday, February 26, 2016 @ 9:00 a.m.

Enclosures

EXHIBIT "A"

Specifications/Requirements
HIDALGO COUNTY
"Flexible Base Material (Crushed Caliche)"
RFB No. 2016-077-00-00-SMA

SCOPE OF WORK:

Hidalgo County and Hidalgo County Colonia Access Program is seeking qualified companies to establish a contract for "Flexible Base Material (Crushed Caliche)" on an "As Needed Basis".

SPECIFICATIONS/REQUIREMENTS

1) It is Intended that the amount of **"Flexible Base Material (Crushed Caliche)"** required by Hidalgo County and Hidalgo County Colonia Access Program will be purchased on an "**as needed basis**".

2) Flexible Base Material (Caliche) shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges, 2014, Item 247, Type E Grade 3 and shall conform to the following requirements:

Property	Test Method	Requirement
2 1/2"Sieve (Cumulative, % Retained)	Tex-110-E	0
1 3/4"Sieve (Cumulative, % Retained)	Tex-110-E	0-10
#4 Sieve (Cumulative, % Retained)	Tex-110-E	45-75
#40 Sieve (Cumulative, % Retained)	Tex-110-E	50-85
Liquid Limit, % Max	Tex-104-E	40
Plasticity Index, % Max	Tex-106-E	12
Wet Ball Mill, % Max	Tex-116-E	50
Wet Ball Mill, % Max Increase Passing #40 Sieve	Tex-116-E	20

Contact Personnel for County Precincts / Billing Purposes	
Hidalgo County Precinct #1 **Raul Lozano/ Katia Garcia** **(956) 968-8733**	**Hidalgo County Precinct #2** **Armando Pompa/Yolanda Cisneros** **(956) 787-1891**
Hidalgo County Precinct #3 **Norma Ceballos/ Saul Ramirez** **(956) 585-4509**	**Hidalgo County Precinct #4** **Roman Rodriguez** **(956) 383-3112**

3) Vendor must provide proof that the material meets the Texas Department of Transportation (TxDOT) gradation requirements and atterberg limits.

4) Bid price shall be on a per ton basis.

5) LOCATION:
Transportation is an important factor to analyze the material cost, and will be taken into consideration to evaluate the lowest total cost of material picked up at the plant sites.

6) When requested, samples shall be furnished free of expense to Hidalgo County.

7) Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

8) In the event the material furnished does not meet all the requirements stated above (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.

9) Awarded Bidder(s) shall have at the Bidder's Pit Location(s) (On Site) an electric or manual scale with a **minimum** of 70 Ft. in length.

10) It is understood and agreed that in case Hidalgo County should need **"Flexible Base Material (Crushed Caliche)"** and is not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. If at any time during the term of the contract and / or renewals, the flexible base material (crushed caliche) is not available at the initial pit location provided in this bid, an alternate pit location(s) within Hidalgo County from awarded vendor shall be provided in the bid page for continuance of service to Hidalgo County. Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).

11) Awarded vendor must notify Hidalgo County within a 72 hour period (i.e. 3 business days) whenever the flexible base material (crushed caliche) is not available.

12) All Hidalgo County Precincts / Departments are able to utilize the contract.

TERMS AND CONDITIONS

1) The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms 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 due to any unforeseen delay in the procurement process.

3) Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4) 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.

5) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6) 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 cancellation.

7) All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.

8) Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

9) Insurance requirements for this project to be maintained throughout the contract term (refer to limits on Exhibit "C"), if applicable.

10) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next most qualified bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the 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:

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any or all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, at 2802 S. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than, *MONDAY, 28, 2016* by 5:00 P.M. Reponses to said inquires will be sent to all applicants via facsimile or via e-mail by no later than, *Wednesday, 30 , 2016,* by 5:00 P.M.

All cost and expenses associated with the preparation and submission of (bids, proposals, and statements of qualifications) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

"Flexible Base Material (Crushed Caliche)"

RFB No. 2016-077-00-00-SMA

NIGP CODE: 750-52

NOTE: VENDOR MUST INDICATE AN INITIAL PIT AND ALTERNATE PIT(S)

(Refer to #10 on Page 2 of Exhibit "A" Specifications)

HIDALGO COUNTY PRECINCT NO. 1	
FLEXIBLE BASE MATERIAL TYPE E GRADE 3 (Crushed Caliche)	**$ (per ton)**
INITIAL PIT LOCATION for Precinct No. 1	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct No. 1	
1.	**2.**

HIDALGO COUNTY PRECINCT NO. 2	
FLEXIBLE BASE MATERIAL TYPE E GRADE 3 (Crushed Caliche)	**$ (per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 2	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 2	
1.	**2.**

HIDALGO COUNTY PRECINCT NO. 3	
FLEXIBLE BASE MATERIAL TYPE E GRADE 3 (Crushed Caliche)	**$ (per ton)**
INITIAL PIT LOCATIONS for Precinct NO. 3	
1.	
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct NO. 3	
1.	**2.**

DRAFT

HIDALGO COUNTY PRECINCT NO. 4	
FLEXIBLE BASE MATERIAL TYPE E GRADE 3 (Crushed Caliche)	**$ (per ton)**
INITIAL PIT LOCATIONS for Precinct No. 4	
1.	**4.**
2.	**5.**
3.	**6.**
NOTE: Alternate pit will be utilized under emergency circumstances due to unavailability of flexible base material (crushed caliche) at initial pit location(s).	
ALTERNATE PIT LOCATIONS for Precinct No. 4	
1.	**3.**
2.	**4.**

DRAFT

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

DRAFT

Bid No: 2016-077-00-00-SMA	Buyer : Sandra Montalvo	Tel. No: (956) 318-2626 ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Flexible Base Material"

(Crushed Caliche)

BID OPENING DATE

Month 00, 2016

DRAFT

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-"Flexible Base Material (Crushed Caliche)"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed 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: **Bid No.: 2016-077-00-00-SMA-*"Hidalgo County-Flexible Base Material (Crushed Caliche)*** 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, MONTH 00 , 2016. 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-RFB No.: 2016-077-00-00-SMA-"Flexible Base Material (Crushed Caliche)"*** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids 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:
  1) Name and address of successful bidder
  2) Name and address of receiving department or official
  3) Purchase Order Number (if any)
  4) Notation-***"Hidalgo County -"Flexible Base Material (Crushed Caliche)"***
  5) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  6) 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

DRAFT

17) SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	**MONTH 00, 2016**
Award of Contract	_____, 2016
Commence Work or Deliver Products	_____, 2016

18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (IF APPLICABLE):

- If the contract proposed is for the construction of public works or is for a contract for goods &services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19) ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

DRAFT

- 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.

20) DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, 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-1, 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.

Completed Form CIQ must be submitted 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. (WHEN APPLICABLE BY STATUTE). QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21) CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-077), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: sandra.montalvo@co.hidalgo.tx.us, Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

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THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2". This is to inform all prospective Vendors of the new statue (HB 23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY. Should you have any questions regarding HB23, (form CIS) please direct yourself and/or consult with your Legal Counsel.

22) If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23) 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.

24) Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27) County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

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28) Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29) Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32) Respondents must provide all documentation requested with this (RFB), Request for Bid, in their response (except for the CIQ form if NON APPLICABLE). Failure to provide tis information may result in rejection of the RFB as nonconforming.

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Bid
for
HIDALGO COUNTY
"FLEXIBLE BASE MATERIAL (Crushed Caliche)"
BID NO.: 2016-077-00-00-SMA

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: _____

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REQUIREMENTS AGREEMENT
C-16-077-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of this ____ day of **_____, 2016** by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Flexible Base Material (Crushed Caliche)"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the Buyer's sole option to extend/renew for two (2) additional one (1) year terms under the same rates, terms and conditions. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on ____ and expire on _____ and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or

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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 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. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

i. **Assignment.** This Agreement shall not be assignable.

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

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

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

m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official,

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department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **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.

BUYER: Hidalgo County
By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

SELLER:
By:_____
Printed Name:_____
Title:_____

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

_____
Stephen L. Crain, Attorney
APPROVED BY COMMISSIONERS COURT ON:

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EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

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EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft Contract-Flexible Base Material (Crushed Caliche)

From : Steve Crain <scrain@atlashall.com> Mon, Feb 29, 2016 10:57 AM

Subject : RE: Draft Contract-Flexible Base Material (Crushed Caliche)

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Looks good.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Monday, February 29, 2016 10:09 AM
To: Steve Crain <scrain@atlashall.com>
Subject: Re: Draft Contract-Flexible Base Material (Crushed Caliche)

Here you go Mr. Crain; attached is the document revised as requested. This draft will be utilized in the RFB Packet once the buyer proceeds ahead with the bidding process.
Appreciate your help.

Thank you;

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: Saturday, February 27, 2016 11:49:14 AM
Subject: RE: Draft Contract-Flexible Base Material (Crushed Caliche)

Change County to Buyer in numbered paragraphs 3f,3m and 3n. Please check that every reference to “County” is changed to Buyer. Change Company to Seller in numbered paragraph 3m. The sig page needs to be changed. Call me and I will give you the changes to the sig page.

AI-53254

Purchasing Department 21.
A. 3.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of pre-qualified firms submitting **"Statements of Qualifications"** for establishment of a **"Pool"** (as listed on the RFQ Acceptance Sheets attached hereto) for engagement through the established statutory and local protocol (i.e. nomination by user, grading/scoring, presentation to CC for ranking, authority for negotiations for a final agreement, etc.) on an **"As Needed Basis"** per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County's Request for Qualifications packet for the following listed Professional Services:

a. Architectural Services (RFQ 2016-001-02-17-YSS)- **10** firms
b. Engineering Services (RFQ 2016-002-02-17-YZV) - **40** firms
c. Engineering Services-Geotechnical & Construction Materials Testing (RFQ 2016-003-02-17-HGO) **9** firms
d. Construction Management Services (RFQ 2016-004-02-17-MSS) **19** firms
e. Appraisal Services and/or Appraisal Review Services (RFQ 2016-005-02-17-SMA)-**5** firms
f. Surveyor Services (RFQ 2016-006-02-17-SGS)-**16** firms

with effective date of "Approved Pools" commencing March 16, 2016

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fiscal impact will be addressed upon contracting or issuing a PO to one of these professional firms.

Attachments

CIS

architects-acceptance.participation logs

Engineers-Acceptance-Participation Sheets

Geo-tech eng-acceptance-participation Log

2016-004- RFQ CONSTRUCTION MANAGEMENT 2016 POOL -Acceptance & Participation Logs

Acceptance-Participation Sheets-Appraisal Services

Surveying Services Pool-Acceptance-Participation Log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/02/2016 01:39 PM
Budget & Management	Veronica Ortiz	03/02/2016 01:53 PM
Glinda Pacheco	Glinda Pacheco	03/02/2016 02:48 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Yolanda Velasquez Started On: 02/02/2016 11:38 AM

Final Approval Date: 03/04/2016

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Martha L. Salazar

2 Office Held

Hidalgo County Purchasing Agent

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

George J. Salazar,II, dba, Appraisal Haus

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

Son

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

NOTARY PUBLIC STATE OF TEXAS
NIELDA CAVAZOS
My Commission Expires
September 13, 2016

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Martha L Salazar
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Martha L. Salazar, this the 2nd day of March, 20 16, to certify which, witness my hand and seal of office.

Nielda Cavazos — Signature of officer administering oath

Nielda Cavazos — Printed name of officer administering oath

State Of Texas
Notary Public — Title of officer administering oath

VG-120-2016-2691178

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2691178

Recorded On: March 03, 2016 01:25 PM

Billable Pages: 1

Number of Pages: 2

*****Examined and Charged as Follows*****

Total Recording: 36.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

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 No: 2691178
Receipt No: 20160303001150
Recorded On: March 03, 2016 01:25 PM
Deputy Clerk: Elisa Castillo
Station: CH-1-CC-K15

Record and Return To:

George Jaime Salazar & Martha Salazar
1911 Charles Circle
original returned to customer
Edinburg TX 78541

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUAY 17, 2016 | **RFQ ACCEPTANCE TIME:9:30 am**

DESCRIPTION OF RFQ: "PROFESSIONAL ARCHITECTURAL SERVICES POOL-HIDALGO COUNTY"

RFQ NO: 2016-001-02-17-YSS

RFQ	NAME OF COMPANY	ADDENDUM #1 ACKNOWLEDGED	8 CD's INCLUDED	ACKNOWLEDGMENT OF RECEIPT
1	HDR Architecture, Inc. Dallas, TX	√	√	1 ORIGINAL, 3 COPIES
2	Mata & Garcia Architects, LLP McAllen, TX	√	√	1 ORIGINAL, 3 COPIES
3	Milnet Architectural Services McAllen, TX	√	√	1 ORIGINAL, 3 COPIES
4	PBK Architects Inc. McAllen, TX	√	8 Flash Drives	1 ORIGINAL, 3 COPIES
5	Gignac & Associates LLP McAllen, TX	√	√	1 ORIGINAL, 3 COPIES
6	Gomez Mendez Saenz Inc. Brownsville, TX	√	√	1 ORIGINAL, 3 COPIES
7	ERO Architects McAllen, TX	NOT ACKNOWLEDGED	√	1 ORIGINAL, 3 COPIES
8	The Warren Group Architects Inc. McAllen, TX	√	√	1 ORIGINAL, 3 COPIES
9	Fulcrum Consulting Services Harlingen, TX	√	√	1 ORIGINAL, 3 COPIES
10	Negrete & Kolar Architects, LLP Austin/Edinburg, TX	√	√	1 ORIGINAL, 3 COPIES

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: FEBRUARY 17, 2016 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL SERVICES POOL"
RFQ NO: 2016-001-02-17-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	ERO International, LLP Brian Godinez	Email	bgodinez@goero.com Halden.Tally@hdrinc.com Annette.Miller@hdrinc.com Y. Salinas	02-01-16	300 South 8th Street Mc Allen, TX 78501 956- 661-0400 956- 821-8662 cell 956- 661-0401 fax
2	Raba Kistner Inc. Joanna Armstrong	Email	jarmstrong@rkci.com Y. Salinas	02-01-16	12821 W. Golden Lane San Antonio, TX 78249 806.881.1181 806.881.1181 cell
3	Energy Architecture Amanda V. Smith	Email	amandas@energyarch.com Y. Salinas	02-01-16	2777 Allen Parkway, Suite 460 Houston, Texas 77019 713-487-3430 281-460-9364 cell
4	HDR Halden Tally	Email	halden.tally@hdrinc.com Annette.Miller@hdrinc.com Y. Salinas	02-01-16	17111 Preston Road, Suite 150 Dallas, Texas 75248 972-960-4193 214-587-1481 c
5	Gignac & Associates Lauren Colley	Email	lcolley@gignac-associates.com	02-02-16	416 Star Street Corpus Christi, TX 78401 361-884-2661
6	DBR Inc.	Email	JScarsdale@dbrinc.com Y. Salinas	02-02-16	210.546.0200 office 210.293.4603 direct
7	Sandy Lenz Lopez Salas Architects Inc.	Email	lenz@lopezsalas.com Y. Salinas	02-02-16	237 W. Travis, Suite 201 San Antonio, TX 210-734-4448 ext 24
8	LNV Kimberly A. Gamboa	Email	kgamboa@lnvinc.com Y. Salinas	02-03-16	Eugene Palacios, P.E. 801 W. Nolana, Suite 202 McAllen, TX 78504 956-627-3979
9	ISQFT/Bid Clerk Sara Hutchison	Email	shutchinson@ISQT.com Y. Salinas	02-04-16 02-11-16	4500 Lake Forrest Drive, Suite 502 Cincinnati, OH 45242 800-364-2059 ext 7069
10	Milnet Architectural Services Rudy Molina, AIA Ramon Villalobos	In Person Email	rudym@milnet-archservices.com Moises Salazar ramonv@milnet-archservices.com Y. Salinas	02-10-16 02-11-16	608 S. 12th St. McAllen, TX 78501 956-688-5656
11	Mata+Garcia Architects LLP Audrey Tower	Email	hector@matagarcia-architects.com Y. Velasquez	02-09-16	1314 Ivy Avenue McAllen, Texas 78501 Tel: 956-631-1945
12	Hellmuth, Obata, & Kassabaum, L.P.	B List	curte.parde@hok.com Y. Salinas	02-11-16	2711 N. Haskell Ave., Suite 2250, LB26 Dallas, TX 75204 214-231-5851
13	Alcocer Garcia Associates Design Consulting	B List	edo@agadc.com George@agadc.com Y. Salinas	02-11-16	1333 East Jasmine Ave McAllen, TX 78501 956-618-2007 956-618-2008 fax

14	GMS Architects Rudy V. Gomez	B List	rvg@gmsarchitects.com Y. Salinas	02-11-16	1150 Paredes Line Rd Brownsville, TX 78521 956-546-0110 956-546-0196 fax
15	Fulcrum Consulting Services L Salinas	B List Email	lsalinas@fulcrum-cs.com lsalinas@fulcrum-cs.com Y. Salinas	02-11-16 02-16-16	P.O. Box 530540 Harlingen, Texas 78553 956-797-3411
16	Rike Ogden Figueroa Allex Architects Inc. Diana "Di" Trevino	B List	dianat@rofainc.com Y. Salinas	02-11-16	1007 Walnut Ave. McAllen, Texas 78501 956.686.7771 voice 956.687.3433 fax
17	The Warren Group Architects Inc. Blanca Garza, Office Manager Andrina Garza, AIA Director	B List	associate@twgarch.com agarza@twgarch.com Y. Salinas	02-11-16	1801 South 2nd Street, Ste 330 McAllen, TX 78503 956-994-1900 956-994-1962 fax
18	Sam Garcia Architect, LLC Sam Garcia, AIA	B List	sg@samgarciaarchitect.com Y. Salinas	02-11-16	200 S. 10th Street, Suite 1602 McAllen, TX 78501 (956) 212-4930 cell (956) 631-8327 office
19	PBK Sara G. Martinez	B List	sara.martinez@pbk.com Y. Salinas	02-11-16	956-687-1330 956-687-1331 fax
20	Negrete & Kolar Architects, LLP Caren George	B List	carengeorge@gmail.com Y. Salinas	02-11-16	Edinburg, Texas 956-739-7770
21					
22					
23					
24					
25					
26					

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 17, 2016 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2016-002-02-17-YZV

RFQ	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGMENT OF RECEIPT	8- CD'S INCLUDED
1	SDI Engineering, LLC	√	1 original **3 copies**	√
2	Cook-Joyce, INC	√	1 original **3 copies**	√
3	Quintanilla, Headley & Associates	√	1 original **3 copies**	√
4	Izaguirre Engineering Group, LLC	√	1 original **3 copies**	√
5	Cruz-Hogan Consultants, INC	√	1 original **3 copies**	√
6	Rio Delta Engineering	√	1 original **3 copies**	√
7	Unintech Consulting Engineers	√	1 original **3 copies**	√
8	Sigler, Winston, Greenwood, (SWG Engineers) LLC	√	1 original **3 copies**	√
9	Land Tech, INC	√	1 original **3 copies**	√
10	R. E. Garcia & Associates	√	1 original **3 copies**	√
11	Entech Civil Engineers, INC	√	1 original **3 copies**	√
12	International Consulting Engineers (ICE)	√	1 original **3 copies**	√
13	Javier Hinojosa Engineering	√	1 original **3 copies**	√
14	Tedsi Infrastructure Group	√	1 original **3 copies**	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 17, 2016 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2016-002-02-17-YZV

RFQ	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGMENT OF RECEIPT	8 -CD's INCLUDED
15	DBR Service	√	1 original **3 copies**	√
16	Aranda & Associates, INC	√	1 original **3 copies**	√
17	Dannenbaum Engineering Company	√	1 original **3 copies**	√
18	Halff Associates, INC	√	1 original **3 copies**	√
19	Guzman & Muñoz Engineering & Surveying, INC	√	1 original **3 copies**	√
20	Building Transportation Infrastructure (BTI) INC	√	1 original **3 copies**	√
21	Chanin Engineering, LLC	√	1 original **3 copies**	√
22	M. Garcia Engineering, LLC	√	1 original **3 copies**	√
23	Strada Group	√	1 original **3 copies**	√
24	Terracon Consulting Engineers & Scientist	√	1 original **3 copies**	√
25	B2Z Engineering, LLC	√	1 original **3 copies**	√
26	Cortran Engineering, PLLC	√	1 original **3 copies**	√
27	South Texas Infrastructure Group LLC	√	1 original **3 copies**	√
28	Perez Consulting Engineers	√	1 original **3 copies**	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: FEBRUARY 17, 2016 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL ENGINEERING POOL-HIDALGO COUNTY"

RFQ NO: 2016-002-02-17-YZV

RFQ	NAME OF COMPANY	ADDENDUM 1	ACKNOWLEDGMENT OF RECEIPT	CD's INCLUDED
29	LNV Engineers	√	1 original **3 copies**	√
30	S & B Infrastructure, LTD	√	1 original **3 copies**	√
31	Urban Infrastructure	√	1 original **3 copies**	√
32	R. Gutierrez Engineering Corp	√	1 original **3 copies**	√
33	LeFevre Engineering	√	1 original **3 copies**	√
34	Peña Engineering, LLC	√	1 original **3 copies**	√
35	Fulcrum Consulting Services	√	1 original **3 copies**	√
36	Hinojosa Engineering, INC	√	1 original **3 copies**	√
37	L & G Consulting Engineers, INC	√	1 original **3 copies**	√
38	Melden & Hunt, INC	√	1 original **3 copies**	√
39	Raba Kistner	√	1 original **3 copies**	√
40	CSJ Group	√	1 original **3 copies**	√
41				
42				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2016-002-02-17-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**FEBRUARY 17, 2016**	TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
1	**TEDSI Infrastructure Group** **Claudia Garza**	Email	cgarza@tedsi.com YZV	02/01/16	1201 E. Expressway 83 Mission , TX 78572 Tel: 956-424-7898
2	**Cortran Engineering, PLLC** **Isable Martinez**	Email	Isabel@texascordia.com YZV	02/01/16	TEL: 956-627-6181
3	**Urban Infrastructure Group, INC** **Marysol Popma**	Email	mpopma@uigtexas.com YZV	02/01/16	407 N. Salinas Blvd.((PO Box 729) Donna, TX 78537 Tel: 956-464-4710
4	**CSJ Group, LLC** **Jose E. "Eddie" Saenz**	Email	Eddiesaenz95@gmail.com YZV	02/01/16	P. O. Box 3666 Edinburg, TX 78540 Tel: 956-239-2984
5	**BTI Engineers** **Joe Torres**	Email	bticivilengineers@gmail.com	02/01/16	Cell: 537-4037 Pending requested contact info.
6.	**SWG Engineering, LLC** **Christian Winston** **Sigler-Winston-Greenwood LLC**	Email	Christian@siglerwinstongreenwood.com YZV	02/01/16	Pending requested contact information
7	**Halff Associates, INC** **Courtney Villarreal**	Email	cvillarreal@halff.com YZV	02/01/16	5000 West Military, Ste 100 McAllen, TX 78503 Tel: 956-664-0286
8	**AGES PLLC** **Arturo Garcia**	Email	Ages-pllc@rgv.rr.ccom YZV	02/01/16	Tel: 956-624-1606 Pending requested contact information
9	**Javier Hinojosa Engineering** **Javier Hinojosa**	Email	javhin@rgv.rr.com YZV	02/01/16	416 E. Dove Avenue McAllen, TX 78504 Tel: 956-424-7898
10	**Quintanilla Headley & Associates**	Email	office@qhaengineering.com YZV	02/01/16	124 E. Stubbs Edinburg, TX 78539 Tel: 956-381-6480
11	**R. Gutierrez Engineering Corp.** **Javier Gutierrez**	Email	Javier@rgec.net YZV	02/01/16	130 East Park Avenue Pharr, TX 78577 Tel: 956-782-2557
12	**ROW Surveying** **South Texas Infrastructure Group** **Esther Rivera/Victor Treviño**	Email	esther@rowsurveying.com victor@southtexasig.com YZV	02/01/16	900 S. Steward Rd, Ste 13 Mission, TX 78572 Tel: 956-424-3335
13	**L & G Engineering** **Keanan Krougov**	Email	kkrougov@lgengineers.com dsaenz@lgengineers.com YZV	02/01/16	900 S. Steward Rd Ste 3 Mission Texas 78572 Tel: 956-585-1909
14	**DBR Engineering Consultants** **Jeanette Scarsdale**	Email	jscarsdale@dbrinc.com YZV	02/02/16	Tel: 210-546-0200
15	**Structural Engineering Associates INC** **Alice Fresnillo**	Email	afresnillo@seatx.com YZV	02/02/16	3838 NW Loop 410 San Antonio, TX 78229 Tel: 210-735-9202
16	**AEC Engineering, LLC** **Carlos Garza**	Email	carlos@aecengineering.net YZV	02/02/16	P. O. Box 480 Edinburg, TX 78540 Tel: 956-380-6558

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2016-002-02-17-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**FEBRUARY 17, 2016**	ACCEPTANCE TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
17	**Dannenbaum** **Georgiana Medrano**	Email	Georgiana.medrano@dannenbaum.com YZV	02/02/16	1109 Nolana Ave, Ste 208 McAllen, TX 78504 Tel: 956-682-3677
18	**Terracon Consultants, Inc.** **Stephanie M Rendon**	Email	Stephanie.rendon@terracon.com YZV	02/02/16	1506 Mid Cities Drive I Pharr, TX 78577 Tel: 956-283-8254
19	**Oscar Cancino**	Email	ocancino@rgv.rr.com YZV	02/02/16	
20	**LeFevre Engineering** **Richard LeFevre**	Email	Richard@lefevregroup.net YZV	02/02/16	612 Nolana, Ste 520 McAllen, TX 78504 Tel: 956-687-5362
21	**ICE Engineers** **Rene/Hugo**	Email	rene@iceengineers.net YZV	02/03/16	Pending requested contact information
22	**Cook-Joyce, INC** **Elizabeth Rabaey**	Email	Elizabeth.rabaey@cook-joyce.com YZV	02/03/16	812 West 11th St. Suite 205 Austin, TX 78701 Tel: 512-370-2494
23	**Perez Consulting Engineering** **Monique Fuentes**	Email	mf@perezce.com YZV	02/03/16	808 Dallas Ave McAllen, TX 78501 Tel: 956-631-4482
24	**Land Tech Inc** **Mindy R. Cernosek**	Email	mcernosek@landtech-inc.com YZV	02/03/16	Pending requested contact information
25	**Hinojosa Engineering, INC** **Kenya Olivarez**	Email	kolivares@hengineering.com YZV	02/04/16	108 W. 18th Street Mission, TX 78572 Tel: 956-581-0143
26	**Aranda & Associates, Inc** **Jorge Gonzalez**	Email	gonzalezj@arandaworld.com YZV	02/04/16	1552 Dove Ave McAllen, TX 78504 Tel: 956-631-0944
27	**Cruz-Hogan Consultants** **Carina Ramirez**	Email	carina@cruzhogan.net YZV	02/04/16	605 E. Violet Ave Ste 1 McAllen, TX 78504 Tel: 956-682-5022
28	**Sara Hutchison**	Email	shutchison@isqft.com YZV	02/04/16	Pending requested contact information
29	**LNV, INC** **Kimberly A. Gamboa**	Email	kgamboa@invinc.com YZV	02/04/16	8918 Tesoro Drive, Ste 401 San Antonio, TX 78217 Tel: 210-822-2232
30	**Guzman & Muñoz Engineering & Surveying INC** **Sandra Rodriguez Granger**	BLM	srgranger@gmez.biz YZV	02/05/16	2020 E. Exp. 83 Mercedes, TX 78570 Tel: 956-565-4637
31	**SAM Engineering & Surveying, INC** **Jessica M. Mendoza**	BLM	Jessica@samengineering-surveying.com	02/05/16	200 South Cage Blvd. Pharr, TX 78577 Tel: 956-702-8880
32	**Raba Kistner, INC** **Joanna L. Armstrong/Norma Salazar**	BLM	jarmstrong@rkci.com nsalazar@rkci.com YZV	02/05/16	12821 W. Golden Lane San Antonio, TX 78249 Tel: 806-355-7099
33	**Raul E. Garcia & Associates** **Raul E. Garcia**	BLM	regaassod@aol.com YZV	02/05/16	116 N. 12th Edinburg, TX 78541 Tel: 956-381-1061

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
RFQ NO: 2016-002-02-17-YZV

DEPARTMENT/RFQ DESCRIPTION:	**"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"**		
ACCEPTANCE DATE:	**FEBRUARY 17, 2016**	ACCEPTANCE TIME:	**9:30 A.M.**

	NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE(S) NAME
34	**S & B Infrastructure SharlotteLynee Teague**	BLM	slteague@sbinfra.com YZV	02/05/16	54080N. 109th Street McAllen, TX 78501 Tel: 956-683-1640
35	**Unitech Consulting Engineers, INC**	BLM	apeters@unintech.com chew@unintech.com YZV	02/05/16	24310 E. Evan Rd. San Antonio, TX 78501 Tel: 210-641-6003 ext 178
36	**SDI Engineering, LLC Pilar Corpus**	BLM	pcorpus@sdi-engineering.com YZV	02/05/16	5602 Iowa Rd Edinburg, TX 78540 Tel: 956-287-1818
37	**Rio Delta Engineering Debbie Guerra**	BLM	Riodelta2004@yahool.com YZV	02/05/16	9210South 10th Ave Edinburg, TX 78539 Tel: 956-380-5152
38	**LJA Engineering**	BLM	mlucio@ljaengineering.com YZV	02/05/16	2929 Briarpark Dr. Ste 600 Houston, TX 77042
39	**Entech Civil Engineers, INC**	BLM	msoto@entechhou.com YZV	02/05/16	16360 Park Ten Place, Ste 230 Houston, TX 77084
40	**S & G Engineers**	BLM	Rsalazar@sherfeysa.com YZV	02/05/16	18030Mozelle St. Pharr, Texas 78577 Tel: 956-797-5355
41	**Melden & Hunt INC**	BLM	tina@meldenandhunt.com YZV	02/05/16	115 W McIntyre Street Edinburg, TX 78539 Tel: 956-381-0981
42	**Chanin Engineering, LLC**	BLM	Amanda@chaninengineering.com YZV	02/05/16	400 Nolana Ste N2 McAllen, TX 78504 Tel: 956-687-9421
43	**M. Garcia Engineering (MGE)**	BLM	mariano@mgarciaengineering.com YZV	02/05/16	400 Nolano Ste N2 McAllen, TX 78504 Tel: 956-687-9421
44	**Spoor Engineering**	BLM	spooreng@sbcglobal.net YZV	02/05/16	2020South 4th Street McAllen, TX 78501 Tel: 956-687-9421
45	**Izaguirre Engineering Group INC Diana Izaguirre**	BLM	Diana.izaguirre@yahoo.com YZV	02/05/16	7413 N. La Homa Rd Mission, TX 78574
46	**Fulcrum Consulting**	BLM	lsalinas@fulcrum-cs.com YZV	02/05/16	P. O. Box 530540 Harlingen, TX 78550 Tel: 956-797-3411
47	**Innovative Civil Engineering Services**	BLM	Jaime.cantu@earthcorgv.com YZV	02/05/16	1110 W. Jackson St Harlingen, TX 78550 Tel: 956-428-2443
48	**RO Engineering PLLC**	Email	r.olivarez@ro-engineering.com YZV	02/16/16	Tel: 956-292-3336
49	**B2Z Engineering, LLC**		aisha@b2zeng.com YZV	02/16/16	P. O. Box 2724 McAllen, TX 78502
50	**Peña Engineering, LLC**		paul@penaeng.com	02/16/16	1001 W. Whitewing Ave McAllen, TX 78501 Tel: 956-682-8812
51					

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG

RFQ ACCEPTANCE DATE: *February 17, 2016* | **RFQ ACCEPTANCE TIME:** *9:30 A.M*

DEPARTMENT/RFQ DESCRIPTION: *Professional Engineering Services-Construction Materials &Geotechnical Testing Pool"*

RFQ NO: *2016-003-02-17-HGO* | **BUYER:** *Heidi Garcia Ortiz*

	NAME OF BIDDER: COMPANY/FIRM	RFQ Request *VIA	SIGNATURE OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
1.	TEDSI INFRASTRUCTURE GROUP Claudia Garza – Project Administrator	E-mail	Heidi Garcia Ortiz	02-01-16	1201 E. Expressway 83 Mission, Texas 78572 956-434-7898 ext 103 956-424-7022 – fax www.tedsi.com cgarza@tedsi.com
2.	Strada Engineering & Consultants Oscar Ocancino	E-mail	Heidi Garcia Ortiz	02-01-16	956-648-7245 ocancino@rgv.rr.com
3.	LeFEVRE Engineering & Mgmt Consulting, LLC Richard LeFevre, PE	E-mail	Heidi Garcia Ortiz	02-01-16	612 Nolana, Suite 520 McAllen, Texas 78504 956-687-5362 – Office 956-687-5363 – Fax richard@lefevregroup.net
4.	Professional Appraisal Services, Inc. John H. Malcom, Jr., MAI, CCIM, SR/WA	E-mail	Heidi Garcia Ortiz	02-01-16	P.O. Box 3722 McAllen, Texas 78502 956-687-9535 - Office 956-687-9539 – Fax jmalcom@proappraisal.com
5.	RABA-KISTNER CONSULTANTS, INC. Attn: Norma Salazar or Joanna L. Armstrong	BLM/EM	Heidi Garcia Ortiz	02-01-16	800 E. Hackberry Avenue McAllen, Texas 78501 956-682-5332 – Office 956-682-5487 – Fax nsalazar@rkci.com 12821 W. Golden Lane San Antonio, Texas 78249 210-699-9090 – Office 210-699-6426 – Fax kbraun@rkci.com jarmstrong@rkci.com
6.	MILLENNIUM ENGINEERS GROUP Attn: Andres Palma	BLM/EM	Heidi Garcia Ortiz	02-01-16	P O Box 4569-7050 705 Dawson Drive Edinburg, TX 78540 956-383-8522 – Office 956-383-0295 – Fax apalma@megengineers.com rpalma@megengineers.com hpalma@megengineers.com
7.	T.S.I. LABORATORIES, INC. Attn: Gary Quintanilla or Murphy G. Scurry	BLM/EM	Heidi Garcia Ortiz	02-01-16	901 E. Expressway 83 La Feria Tx 78559 garyqtsiinc@gmail.com tsi_laferia@sbcglobal.net (956)802-7328 Murphy's cell (956)797-9031 La Feria Office 956-797-2056 fax 1810 S. Laurent Victoria, Tx 77901 (361)578-6933 Victoria Tx Office (361)578-2601 fax (210)392-2260 Gary's cell garyq_tsisanantonio@yahoo.com San Antonio, Texas

8.	DANNENBAUM Attn: Louis H. Jones Jr. or Richard D. Seitz	BLM	Heidi Garcia Ortiz	02-01-16	1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Office (956) 682-3677 Fax: (956) 686-1822 Cynthia.Luera@dannenbaum.com louis.jones@dannenbaum.com richard.seitz@dannenbaum.com Georgiana.Medrano@dannenbaum.com
9.	CHANIN ENGINEERING, LLC Attn: Amanda Carrillo	BLM	Heidi Garcia Ortiz	02-01-16	400 Nolana Suite N-2 McAllen Tx78504 amanda@chaninengineering.com
10.	CARDNO Attn: Pam Lowe	BLM	Heidi Garcia Ortiz	02-01-16	2590 Oakmont Drive, Suite 410, Round Rock, TX 78665 Phone (+1) 512-459-6300 Fax (+1) 512-520-2571 Pamela.Lowe@cardno.com
11.	CRENSHAW CONSULTING GROUP, LLC Attn: DENISE M. GARCIA	BLM	Heidi Garcia Ortiz	02-01-16	1475 N. Main Street, Suite E Las Cruces, NM 88001 Phone: 575-647-1881 Fax: 575-647-1991 Email: dgarcia@crenshawcg.com
12.	CES NETWORK SERVICES Enrique Flores	BLM	Heidi Garcia Ortiz	02-01-16	ehflores@cesnetser.com Phone: 972/241-3683 ext 125 Fax: 972/241-8973 Cell: 972/743-9843
13.	AEC ENGINEERING,LLC Attn: Carlos Garza	BLM	Heidi Garcia Ortiz	02-01-16	P.O./BOX 480 EDINBURG TX 956-380-6558 956-380-6110 fax carlos@aecengineering.net
14.	Izaguirre Engineering Group, LLC Attn: Diana Izaguirre	BLM	Heidi Garcia Ortiz	02-01-16	7413 N. La Homa Rd. Mission Texas, 78574 diana.izaguirre@yahoo.com
15.	TERRACON CONSULTANTS, INC Attn: J.A. Flores	BLM	Heidi Garcia Ortiz	02-01-16	1506 Mid-Cities Drive Pharr, TX 78577 956-283-8254 – Office 956-283-8279 – Fax jaflores@terracon.com dlrodriguez@terracon.com smrendon@terracon.com
16.	L & G ENGINEERING LABORATORY, LLC Attn: Jacinto Garza, PE or Ricardo A. Gil	BLM	Heidi Garcia Ortiz	02-01-16	2100 West Expressway 83 Mercedes, TX 78560 956-565-0760 – Office 956-565-6746 – Fax jacinto@lgengineers.com rgil@lgengineers.com
17.	PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI) Attn: Hector J. Lopez PE	BLM	Heidi Garcia Ortiz	02-01-16	2020 N. Loop 499, Suite 302 Harlingen, TX 78550 956-423-6826 – Office 956-453-6172 – Mobile 956-423-5735 – Fax Hector.lopez@psiusa.com Eladio.garza@psiusa.com
18.	EARTH CO., LLC Attn: Rudy Martinez	BLM	Heidi Garcia Ortiz	02-01-16	1306 S. "F" Street, Suite A Harlingen, TX 78550 956-428-2443 – Office 956-793-6387 – Fax Rudy.martinez@earthcorgv.com

***VIA:**
E-mail (EM)
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
EMAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: HIDALGO COUNTY- Professional Engineering Services -*Construction Materials & Geo Technical Testing Pool*

RFQ ACCEPTANCE DATE: ***February 17, 2016***	*RFQ ACCEPTANCE TIME: 9:30 A.M.*
RFQ NO: *2016-003-02-17-HGO*	**BUYER: *Heidi Garcia Ortiz***

	NAME OF COMPANY	CD Req'd	CD Rec'd	Addendum No. 1	ACKNOWLEDGMENT OF RECEIPT
1.	Raba Kistner	√	8	√	1-original 3- copies
2.	Professional Service Ind.	√	8	√	1-original 3- copies
3.	Izaguirre Engineering Group LLC	√	8	√	1-original 3- copies
4.	Earth Co.	√	8	√	1-original 3- copies
5.	Terra Con Consulting Eng & Cons	√	8	√	1-original 3- copies
6.	TSI Laboratories	√	8	√	1-original 3- copies
7.	Fulcrum	√	8	√	1-original 3- copies
8.	L & G Engineering	√	8	√	1-original 3- copies
9.	Millennium Engineering Group	√	8	√	1-original 3- copies

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME:	HIDALGO COUNTY
RFQ ACCEPTANCE DATE & TIME:	FEBRUARY 17, 2016 AT 9:30 A.M.
DESCRIPTION OF RFQ:	"CONSTRUCTION MANAGEMENT SERVICES"
RFQ NO:	2016-004-02-17-MSS

EFFECTIVE DATES -STARTING: 03/16/16 THROUGH: 03/15/17

RFQ	NAME OF COMPANY	8 CDs INCLUDED	ACKNOWLEDGMENT OF RECEIPT / # of copies		
			Original	3 copies	Addendum #1
1.	**Project Control of Texas Inc.** **(a division of Raba Kistner)** Dick McNarv, President 17300 Henderson Pass, Ste. 110 San Antonio, TX 78232	✓	✓	✓	✓
2.	**Jimenez Engineering Solutions, LLC dba International Consulting Engineers** Hugo P. Gonzalez Jr., Principal Jesus J. Jimenez, Principal 5101 S. McColl Rd. Suite I Edinburg, TX 78539	✓	✓	✓	✓
3.	**Izaguirre Engineering Group, LLC** Diana Izaguirre –President 7413 N. La Homa Rd. Mission, TX 78572	✓	✓	✓	✓
4.	**CSJ Group, LLC** Jose E. "Eddie" Saenz, P.E. P.O. Box 3666 Edinburg, TX 78540	✓	✓	✓	✓
5.	**Dannenbaum Engineering Company, LLC** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504	✓	✓	✓	✓
6.	**HALFF ASSOCIATES, INC.** Robert L. Saenz, PE, CFM, PMP 5000 West Military, Suite 100 McAllen, Texas 78503-7446	✓	✓	✓	✓
7.	**Guzman & Munoz Engineering and Surveying, Inc.** Jose L. Muñoz, PE, SIT, President 2020 E. Expressway 83 Mercedes, TX 78570	✓	✓	✓	✓
8.	**SAMES, Inc.** **dba SAM Engineering and Surveying, Inc.** Samuel D. Maldonado, Principal 200 S. Cage Blvd., Suite A Pharr, Texas 78577	✓	✓	✓	✓
9.	**Cortran Engineering PLLC** Yara M. Corbitt, PE, President 3149-A Center Pointe Drive Edinburg, TX 78539	✓	✓	✓	X
10.	**Naismith Engineering, Inc.** Anna A. Smith, Vice-President 789 E. Washington St. Brownsville, Texas 78520	✓	✓	✓	✓
11.	**TEDSI Infrastructure Group** Jesse Salinas, CEO, Mark W. Lupher, P.E., RPLS, CFM, Vice President 1201 E. Expressway 83 Mission, TX 78572	✓	✓	✓	✓
12.	**Rigney Construction & Development, LLC** John Rigney, President 7011 N. Seminary Rd. Edinburg, TX 78541	✓	✓	✓	X

13.	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504	✓	✓	✓	✓
14.	**Prodigy Construction Management, LLC** Alejandro Palacios-President 3401 Auburn Ave., Suite E McAllen, Texas 78504	✓	✓	✓	✓
15.	**LeFevre Environmental & Management Consulting, LLC (LEMC)** Erica Mata, CAD Technician 612 Nolana, Suite 520 McAllen, Texas.	✓	✓	✓	✓
16.	**Fulcrum Consulting Services** Leslie Salinas P.O.Box 530540 Harlingen, Texas 78553	✓	✓	✓	✓
17.	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA, Senior Vice-President 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501	✓	✓	✓	✓
18.	**L&G Engineering & Laboratory** *David A. Saenz, P.E., C.F.M.,* Project Engineer 900 S. Stewart Rd., Suite 6 Mission, TX 78572	✓	✓	✓	✓
19.	**Hill International, Inc.** Robert Ferguson, SVP & Southern Region Manager 16801 Greenspoint Park Drive, Suite 130 Houston, Texas 77060	✓	✓	✓	✓

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

ACCEPTANCE DATE **FEBRUARY 17, 2016** BID OPENING TIME: **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: **HIDALGO COUNTY –"CONSTRUCTION MANAGEMENT SERVICES -POOL"**

RFQ NO: **2016-004-02-17-MSS**

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1	**Prodigy Construction Management, LLC** Alejandro Palacios-President 3401 Auburn Ave., Suite E McAllen, Texas 78504	E-MAIL			apalacios@prodigycompany.com prodigyadmin@prodigycompany.com	02/01/16	956-800-1122 956-664-1832
2	**Dannenbaum Engineering Company, LLC** Sandra Rodriguez Spence, Administrative Manager 1109 Nolana, Suite 208 McAllen, Texas 78504 www.dannenbaum.com	E-MAIL			Georgiana.medrano@dannenbaum.com Suzie.Crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com Richard.seitz@dannenbaum.com Gloria.Rodriguez@dannenbaum.com	02/03/16	713-527-6471 (956)682-3677 Office (956)686-1822 Fax (956)789-1257 Cellular
3	**S&B Infrastructure, Ltd - McAllen** Alma Walzer, Government Liaison 5408 N. 10th Street McAllen, TX 78504	E-MAIL			ACWalzer@sbinfra.com slteague@sbinfra.com daizaguirre@sbinfra.com	02/03/16	956-926-5042 956-994-0427 fax 956-342-1427 cell 956-279-7364 Walzer, Alma Sharlotte Teague
4	**HighMark Construction Company, LLC** Carlo Cantu, CEO 3827 N. 10th St., Suite 305 McAllen, Texas 78501	E-MAIL			tommy.canul@highmark-construction.com carlo.cantu@highmark-construction.com luis.salas@highmark-construction.com hmc2@highmark-construction.com	02/03/16	956-451-3274 cell 956-664-2359 fax Carlo Cantu
5	**R.H. Shackelford** Vicky Allen, *Business Development Manager* 1100 NW Loop 410, Suite 546 San Antonio, TX 78213	E-MAIL			vstigliano@rhsitx.com	02/03/16	210-525-0647 210-240-6988 210-826-4906
6	**SAMES, Inc.** **dba SAM Engineering and Surveying, Inc.** Samuel D. Maldonado, Principal 200 S. Cage Blvd., Suite A Pharr, Texas 78577	E-MAIL			jose@samengineering-surveying.com Jessica@samengineering-surveying.com jcalifa@samengineering-surveying.com sam@samengineering-surveying.com	02/03/16	956-702-8880 956-702-8883 fax
7	**DOS Logistics, Inc** **Rico R. Vasquez** 1002 E. Expressway 83 Weslaco, TX 78596	E-MAIL			ricovasquez@doslogistics.com lupita@doslogistics.com hugogonzalez@doslogistics.com	02/03/16	956-968-8800 956-447-8194 F
8	**TEDSI Infrastructure Group** Jesse Salinas, CEO, Mark W. Lupher, P.E., RPLS, CFM, Vice President 1201 E. Expressway 83 Mission, TX 78572 www.tedsi.com	E-MAIL			JASanchez@tedsi.com CGarza@tedsi.com jsalinas@tedsi.com mlupher@tedsi.com CGarza@tedsi.com	02/01/16	956-424-7898 956-424-7022

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

ACCEPTANCE DATE **FEBRUARY 17, 2016** BID OPENING TIME: **9:30 A.M.**

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9	**Broaddus & Associates, Inc.** Gilbert Gallegos, AIA, Senior Vice-President 1100 E. Jasmine Ave., Suite 102 McAllen, TX 78501	E-MAIL			jbazan@broaddusassociates.com ggallegos@broaddusassociates.com	02/03/16	956-688-2307 956-688-2315 Jessica Bazán Direct Line (512) 347-3688 Main Office (512) 329-8822 Fax (512) 329-8242
10	**Prime Vendor Inc.** Erika Russ 4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429	E-MAIL			Bids17@prime-vendor.com	02/03/16	800-746-9554 800-746-8307 fax
11	**Tandem Consulting, LLC** Don Roundtree 7389 I-30 E Spring Sulphur Springs, TX 78542	E-MAIL			domn@tandem-consulting.net	02/03/16	903-439-7217
12	**Guzman & Munoz Engineering and Surveying, Inc.** Jose L. Muñoz, PE, SIT, President 2020 E. Expressway 83 Mercedes, TX 78570	E-MAIL			Jalaca@gmes.biz jmunoz@gmes.biz srgranger@gmes.biz Rnoyola@gmes.biz cminge@gmes.biz	02/03/16	956-565-4637 956-565-4636
13	**Yates Construction** Susan Charles 900 Arion Pkwy, Bldg D, Ste110 San Antonio, TX 78216	E-MAIL			scharles@wgyates.com	02/03/16	956-565-4637 956-565-4636
14	**Civil Engineering Consultants (CEC)** Frank M. Jaster, P.E. 11550 IH 10 Suite 395 San Antonio, TX 78230-1037	E-MAIL			fjaster@cectexas.com	02/03/16	210-641-9999 210-641-6440 fax 210-324-9964 cell
15	**Skanska USA Building Consulting** 3009 Post Oak Boulevard Suite 910 Houston, TX 77056, United States usa.skanska.com	E-MAIL			chris.koeper@skanska.com	02/03/16	Phone 713 401 5200 Mobile 713 444 0565 Fax 713 401 5290
16	**IMS** Jenny Flanagan 945 Hornbled Street, Suite G San Diego, CA 92109	E-MAIL			jflanagan@imsinfo.com	02/03/16	858-490-8823 888-467-3151 858-490-8811 fax

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

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17	**FJW Construction** Jeanne Baker, Office Manager 1100 E. Jasmine, Suite 102 McAllen, TX 78501	E-MAIL			jbaker@fjwcc.com	02/03/16	956-688-2397 956-525-3967 956-688-2315 fax
18	**Urban Infrastructure Group, Inc.** Eric Gonzalez, P.E. 135 South 8th Street, Suite D Donna, TX 78537	E-MAIL			cgonzalez@uigtexas.com	02/03/16	956-377-2932 956-377-2841 512-731-6844
19	**IDEA Group, LLC** Jesus Bustos, Principal & Architect 1409 Galveston Ave McAllen, TX 78501	E-MAIL			ideagrp95@sbc.global.net	02/03/16	956-686-6806 956566-8666 956-686-5704 fax
20	**Brian Wyatt, Construction Management Consultant**	E-MAIL			brian@lcc3.com	02/03/16	909-841-3856 800-420-3407 fax
21	**Barrera Land Surveying** Joe Barrera Jr. 7715 Mainland Dr. Ste 114 San Antonio, TX 78250	E-MAIL			Barreralandsurveying.joe@gmail.com	02/03/16	210-444-9023 210-444-9479 fax
22	**R. E. Garcia & Associates** Raul E. Garcia 116 N. 12th Edinburg, TX 78541	E-MAIL			regaassoc@aol.com	02/03/16	956-381-1061 956-239-2037c
23	**BHDS Group** Barbara Inc. Lawrence Barbara, President 7075 Twin Hills Avenue, 3rd Floor Dallas, TX 75231	E-MAIL			lawrence.barbara@bhdsgroup.com	02/03/16	O 214.691.1970 x 203 C 214.704.6512 F 214.691.1972
24	**HOV Services, LLC/ Meridian Consulting Group, LLC** Jed Henning, Senior Project Manager 11122 Wurzbach Road, Suite 206 San Antonio, TX 78230 www.meridianconsulting.net	E-MAIL 1st Try RETURNED UNDERIBERABLE			jed.henning@sourcehov.com	02/03/16	T - 210-558-7500 F - 210-558-7612 C - 210-627-3611

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

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25	**CDM Smith, Client Service Manager** Eduardo J. Parra, P.E., LEED AP BD+C 1777 NE Loop 410, Suite 500 San Antonio, TX 78217 Consulting engineering construction operations TBPE No. F-3043	E-Mail			ParraEJ@cdmsmith.com	02/03/16	t/f: 210-253-2881 m: 832-623-3447 main: 210-826-3200
26	**Coast and Harbor Associates** Alex Pollard, Contracts Manager 7 Kimball Ln, Suite D Lynnfield, Ma 01940	E-Mail			contracting@coastandharbor.com	02/03/16	781-224-3874 - Phone 781-224-3876 – Fax
27	**First Housing** Angi Darling Sr. Escrow Administrator	E-Mail			adarling@firsthousingfl.com	02/03/16	T: 813.289.9410 F: 813.289.5580 Toll Free: 800.967.9410
28	**JAGz Consulting Engineers, LLC** Jorge A. Gonzalez, P.E., C.F.M. web: http://www.jagzce.com/	E-Mail			Jorge@jagzce.com	02/03/16	Tel: 956.270.8476 Fax: 956.381.9109
29	**B R I O N E S** **CONSULTING & ENGINEERING, LTD.** Lori Wiltz 8118 BROADWAY SAN ANTONIO, TX 78209	E-Mail			lori@brionesservices.com	02/03/16	OFFICE: (210) 828 - 1431 FAX: (210) 828 -1432
30	**HL ENGINEERING GROUP** Hernan Lugo, P.E., C.F.M., Principal 5111 N. 10th St. Ste. 246 McAllen, TX 78504	E-mail			hlugot@gmail.com	02/03/16	Cell: (956) 648-9799 Fax: (956) 386-9163
31	**Naismith Engineering, Inc.** Anna A. Smith, Vice-President 789 E. Washington St. Brownsville, Texas 78520	E-Mail			cbreeden@naismith-engineering.com asmith@naismith-engineering.com	02/03/16	956-541-1155 775-305-2554 (Fax)
32	**Michael Chapa** 11208 DK Ranch Rd Austin, TX	E-MAIL			mchapa@crdgrp.com	02/03/16	Ph 512-775-5766

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

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33	**Summers A/E/C** Linda Summers	E-Mail			linda@summersaec.com	02/03/16	214-850-8407
34	**Virtual Builders Exchange** Sarrah Hearn	E-Mail			sarrah@virtualbx.com	02/03/16	210-564-6900 Ext.105 210-564-6902
35	**ECM International, Inc.** Rosie Lujan, Manager Corporate Admin. 404 Executive Center Blvd. El Paso, TX 79902 www.ecmintl.com	E-Mail			rlujan@ecmintl.com	02/03/16	(915) 351-1900 office
36	**Project Control of Texas Inc.** **(a division of Raba Kistner)** Dick McNarv, President 17300 Henderson Pass, Ste. 110 San Antonio, TX 78232	E-Mail			nsalazar@rkci.com joanna.armstrong@rkci.com dmcnary@projectcontrol.com jarmstrong@rkci.com	02/01/16	P 956 :: 682 :: 5332 F 956 :: 682 :: 5487 P 210-545-0008 F 210-545-5450
37	**LeFevre Environmental & Management Consulting, LLC (LEMC)** Erica Mata, CAD Technician 612 Nolana, Suite 520 McAllen, Texas. www.lefevregroup.net	E-Mail			erica@lefevregroup.net richard@lefevregroup.net	02/03/16	956-661-800 F 956-661-8001
38	**Pepper Lawson Waterworks, LLC** Mary Ann Carroll, Marketing Coordinator 3701 Kirby Suite 1133 Houston , TX 77098 www.plwaterworks.com	E-Mail			mcarroll@pepperlawson.com	02/03/16	Office: 713-521-0174 Direct: 713-344-2405 Fax: 713-521-0386
39	**L&G Engineering & Laboratory** *David A. Saenz, P.E., C.F.M.,* Project Engineer 900 S. Stewart Rd., Suite 6 Mission, TX 78572 www.LGEngineers.com www.LGEngineers.com/laboratory	E-Mail			dsaenz@lgengineers.com KKrougov@LGEngineers.com	02/01/16	Office: (956) 583-7117 Mobile: (956) 463-2504
40	**Cortran Engineering PLLC** Yara M. Corbitt, PE, President 3149-A Center Pointe Drive Edinburg, TX 78539	E-Mail			yara@cortranengineering.com	02/03/16	Tel: 956-971-0289 956-386-0289

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

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41	**Fetterhoff Company** Robin Riker	E-Mail			robin.riker@fetterhoff.com	02/03/16	
42	**Javier Hinojosa Engineering** 416 E. Dove Ave. McAllen, TX 78504	e-mail			javhin@rgv.rr.com	02/03/16	956-668-1588 956-994-8102 F
43	**ATKINS** 18383 Preston Road, Suite 500 Dallas, TX	e-mail			Luis.delgado@atkinsglobal.com	02/03/16	972-818-7275 EXT
44	**VRX, Inc.** 2500 N. Dallas Pkwy., Suite 450 Plano, TX 75093	e-mail			bonnie.tinsley@vrxglobal.com	02/03/16	214-636-4648 972-309-9683
45	**The Warren Group Architects, Inc.** 1801 South 2nd Street, Ste. 330 McAllen, Texas 78503 Mrs. Laura Nassri Warren, AIA, Principal Mrs. Andrina Garza, Assoc. AIA, Director	e-mail			lwarren@twgarch.com agarza@twgarch.com	02/03/16	t 956 994 1900 f 956 994 1962
46	**Ecm International Inc.** Thiago Silva 404 Executive Center Blvd. El Paso, Texas 79902 www.ecmintl.com Since 1983	e-mail			tsilva@ecmintl.com	02/03/16	915 351-1900 office
47	**Hill International, Inc.** Robert Ferguson, SVP & Southern Region Manager 16801 Greenspoint Park Drive, Suite 130 Houston, Texas 77060	e-mail			freddiebustillo@hillintl.com RobertFerguson@hillintl.com KarinCrabtree@hillintl.com johnsousa@hillintl.com	02/01/16	(713) 349-9333 F (713) 349-9334 C (713) 396-9714
48	**Prime Vendor Inc.** Kimberly Doumit 4622 Cedar Avenue Wilmington NC 28403	e-mail			bids20@prime-vendor.com	02/03/16	1-800-746-9554 Fax: 800-746-8307

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

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49	**Sunland Group, Inc.** Robin Flynn Marketing 1033 La Posada, Suite 370 Austin, Texas 78752 http://www.Sunlandgrp.com	e-mail			rflynn@sunlandgrp.com	02/03/16	512.494.0208 (Main) 512.590.7959 (Direct) Fax. 512.494.0406
50	**HALFF ASSOCIATES, INC.** Robert L. Saenz, PE, CFM, PMP 5000 West Military, Suite 100 McAllen, Texas 78503-7446 www.halff.com	e-mail			cVillarreal@Halff.com rsaenz@halff.com	02/03/16	(956) 664-0286 F (956) 664-0282
51	**AEC Engineering, LLC** P. O. Box 480 Edinburg, TX Angela Garza	E-MAIL			carlos@aecengineering.net	02/03/16	(956) 380-6558 F (956) 380-6110
52	**Izaguirre Engineering Group, LLC** Diana Izaguirre –President 7413 N. La Homa Rd. Mission, TX 78572	E-MAIL			diana.izaguirre@yahoo.com	02/03/16	956-584-0554 F 956-584-0190
53	**ERC Environmental & Construction Services, Inc.** Susanne Rees Marketing Coordinator 10801 Hammerly Blvd., Suite # 100 I Houston I TX 77043 Email: I Web: www.erc-tx.com				srees@erc-tx.com	02/03/16	T 713.290.9444 I F 713.290.9441
54	**Professional Service Industries, Inc. (PSI)** Hector J. Lopez, P.E. Branch Manager 2020 N. Loop 499, Suite 302 Harlingen, Texas 78550	E-MAIL			hector.lopez@psiusa.com lucas.castillo@psiusa.com	02/03/16	O: (956) 423-6826 M: (956) 453-6172 F: (956) 423-5735
55	**Surveying And Mapping, LLC (SAM)** Alyce Valasek Senior Marketing Coordinator 4801 Southwest Parkway, Building Two, Suite 100 Austin, Texas 78735 www.sam.biz	E-MAIL			avalasek@sam.biz	02/03/16	Tel 512-447-0575 Dir 512-895-5026
56	**Gonzalez de la Garza** Surveyors-Engineers-Contractors 8a-8m-SBE-MBE-WBE-DBE www.gd-us.com	E-MAIL			SHaddox@gd-us.com	02/03/16	P] 210.208.9400 F] 210.208.9401

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

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57	**Garza Program Management LLC** Richard Garza, Principal 700 North St. Mary's Suite 1400 San Antonio, Texas 78205 www.garzapm.com PMB # 10	E-MAIL			richard.garza@garzapm.com	02/03/16	210-348-8185 Phone 214-722-0695 Fax 214-212-8806 Cell
58	**Matador Project Solutions** Rusty Burnett, Partner www.matadorps.com	E-MAIL			rburnett@matadorps.com	02/03/16	
59	**PBK** **Sara G. Martinez** Administrative Assistant 3900 North 10th Street, Suite 810 McAllen, Texas 78501 PBK.com	E-MAIL			sara.martinez@pbk.com	02/03/16	P 956-687-1330 F 956-687-1331
60	**Mendez Engineering** Ray Méndez, PE, CFM, President 2342 Mountain Fall San Antonio, TX 78258 www.MendezEngineering.com	E-MAIL			rmendez@mendezengineering.com	02/03/16	210-802-0808 830-438-1135
61	**Mata+Garcia Architects LLP** Hector Rene Garcia, Architect 1314 Ivy Avenue McAllen, Texas 78501	E-MAIL			arquitectoweslaco@hotmail.com hector@matagarcia-architects.com	02/03/16	Tel: 956.631.1945 Fax: 956.631.1968
62	**Apex Geoscience** Danny Herrera , Construction Service Manager 1920 Duval, No. 9, Harlingen, Texas 78550 apexgeo.com	E-MAIL			dherrera@apexgeo.com	02/03/16	c: 956 564 2909
63	**HOK** JEFF BRADLEY , Vice President, Justice Global Director 2800 Post Oak Blvd, Suite 3700 Houston, TX 77056 USA	E-MAIL			jeff.bradley@hok.com	02/03/16	t +1 713 407 7884 f +1 713 407 7809 m +1 512 507 9142
64	**Fulcrum Consulting Services** Leslie Salinas P.O.Box 530540 Harlingen, Texas 78553	E-MAIL			lsalinas@fulcrum-cs.com	02/03/16	ph: 9567973411

HIDALGO COUNTY PURCHASING DEPARTMENT

PARTICIPATING FIRMS LOG

RFQ PACKETS

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65	**R. Gutierrez Engineering Corporation** 130 East Park Avenue Pharr, Texas 78577 Javier Gutierrez	E-MAIL			javier@rgec.net	02/01/16	P: (956)782-2557
66	**Bullard Construction, Inc.** Robert Williamson 5000 W. Military Hwy., Suite 50 McAllen, Texas 78503	E-MAIL			estimating@bullardconstruction.com	02/03/16	(P) 956-972-0321 (F) 956-972-0325 (C) 956-862-7635
67	**Jimenez Engineering Solutions, LLC dba International Consulting Engineers** Hugo P. Gonzalez Jr., Principal Jesus J. Jimenez, Principal 5101 S. McColl Rd. Suite I Edinburg, TX 78539	E-MAIL			rene@icengineers.net hugo@icengineers.net debbie@icengineers.net jj@icengineers.net	02/03/16	Ph. 956.346.3439 361-826-5805 F. 361-826-5806
68	**Vista Sciences Corp.** Steve Rouse - CI Las Cruces, NM	E-MAIL			steve.rouse@vistasciences.com kristen.brackett@VISTASCIENCES.COM	02/03/16	575-993-4155
69	**CSJ Group, LLC** Jose E. "Eddie" Saenz, P.E. P.O. Box 3666 Edinburg, TX 78540	E-MAIL			eddiesaenz95@gmail.com	02/01/16	956-239-2984
70	**Strada Engineering and Consulting, LLC** Oscar Cancino, PE, President 5111 North 10th # 366 McAllen , TX 78504	E-MAIL			ocancino@rgv.rr.com	02/11/16	
71	**Cecilia Cook** Project Coordinator JLL www.jll.com				cecilia.cook@am.jll.com		direct +1 214 438 6132 fax +1 214 438 1523 mobile +1 214 587 5137
72	**Rigney Construction & Development, LLC** John Rigney, President 7011 N. Seminary Rd. Edinburg, TX 78541	E-MAIL			rigneyconstruct@aol.com	02/02/16	Ph: 956-381-6916 956-638-6421 F: 956-287-1646

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: ***Hidalgo County-"PROFESSIONAL APPRAISAL SERVICES and/or APPRAISAL REVIEW SERVICES ANNUAL POOL"***

RFQ ACCEPTANCE DATE & TIME: ***February 17, 2016 @ 9:30 A.M.***

BUYER: *Sandra Montalvo* | **RFQ NO:** *2016-005-02-17-SMA*

	NAME OF COMPANY	ADDENDUM No. 1	8 CD 's Included	ACKNOWLEDGMENT OF RECEIPT
1.	**Professional Appraisal Services, INC**	√	√	1 original 3 Copies
2.	**Leonel Garza Jr &Associates**	√	√	1 original 3 copies
3.	**Appraisal Haus**	√	√	1 original 3 copies
4.	**The Real Estate Center**	√	√	1 original 3 copies
5.	**Valbridge**	√	√	1 original 3 copies
6.				original copies
7.				original copies

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING LOG
REQUEST FOR QUALIFICATION PACKETS

RFQ ACCEPTANCE DATE: FEBRUARY 17, 2016 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

RFQ DESCRIPTION: *Hidalgo County-"PROFESSIONAL APPRAISAL SERVICES and/or APPRAISAL REVIEW SERVICES ANNUAL POOL"*

RFQ No.: 2016-005-02-17-SMA | **BUYER: Sandra Montalvo**

	NAME OF BIDDER: COMPANY/FIRM	RFQ REQUEST VIA	SIGNATURE (if applicable)or INITIALS of STAFF ADDRESSING MAIL OUT	DATE	ADDRESS, PHONE, FAX No.'s & EMAIL ADDRESS
1.	**GARZA & ASSOCIATESC. LLC.** Attn: Leonel Garza Jr.	BLM/EMR	Sandra Montalvo	02/01/16	1419 Dove, Ste 1 McAllen, TX 78504 Tele: 956-687-7295 Fax: 956-687-9236 leonel3@garza-associates.com almao@garza-associates.com
2.	**PROFESSIONAL APPRAISAL SERVICES INC.** Attn: John H. Malcom Jr.	EMR	Sandra Montalvo	02/01/16	P.O. BOX 3722 MCALLEN, TX 78502 956-687-9535-office 956-687-9539- fax jmalcom@proappraisal.com
3.	**VALBRIDGE PROPERTY ADVISORS** Attn: Michelle Vazquez	EMR	Sandra Montalvo	02/02/16	974 Campbell Road, Suite 204 Houston, Texas 77024 (713) 467-5858 - Phone (832) 369-2541 - Direct www.valbridge.com mvazquez@valbridge.com
4.	**L & G ENGINEERS** **Ms. Keanan Krougov**	EMR	Sandra Montalvo	02/02/16	900 S. Stewart Road Ste. 3 Mission, Texas 78572 Phone (956) 585-1909 Fax (956) 583-7116 KKrougov@LGEngineers.com www.LGEngineers.com
5.	**VALUED VETERANS, LLC** Attn: Ridge Rees	EMR	Sandra Montalvo	02/02/16	O: 512.289.7376 Ridge.Rees@valvets.com www.valvets.com
6.	**IMS** Attn: Gabe Hendrick	EMR	Sandra Montalvo	02/02/16	945 Hornblend Street, Suite G San Diego, CA 92109 (858) 223-0390 (direct) (888) 467-3151 (toll free) (858) 490-8811 (fax) ghendrick@imsinfo.com www.imsinfo.com
7.	**CBRE** Attn: George Pereira	EMR	Sandra Montalvo	02/02/16	2700 Post Oak Blvd, Suite 250 Houston, TX 77056 T 713 888 4727 F 713 888 4709 george.pereira@cbre.com | www.cbre.com
8.	**REAL ESTATE BROKER/APPRAISER** Attn: Rene De La Cruz	EMR	Sandra Montalvo	02/03/16	956-227-0928, renedelacruz.com rdlc79@rocketmail.com
9.	**APPRAISAL HAUS** Jaime Salazar	BLM	Sandra Montalvo	02/11/16	502 W. Kuhn Street Edinburg, TX. 78541 jaimesalazar@appraisalhaus.org 956-867-6398 CELL
10.	**HLH APPRAISAL REVIEW Services** Attn: Harvey L. Heerssen		Sandra Montalvo	02/11/16	6107 Aberton Forest Drive Houston, TX. 77084 281-855-7763 Office/Fax heerssen@sbcglobal.net
11.					

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: February 17, 2016 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL SURVEYORS SERVICES-HIDALGO COUNTY"

RFQ NO: 2016-006-02-17-SGS

	NAME OF COMPANY	Addendum #1	Addendum #2	Addendum #3	8 CD'S Included	ACKNOWLEDGMENT OF RECEIPT	
1	Quintanilla, Headley	√	√	√	√	Org.	√
						Copies	√
2	surGis of Texas Corp	√	√	√	√	Org.	√
						Copies	√
3	R.E. Garcia & Assoc	√	√	√	√	Org.	√
						Copies	√
4	Aranda & Associates	√	√	√	√	Org.	√
						Copies	√
5	TEDSI	√	√	√	√	Org.	√
						Copies	√
6	Dannenbaum	√	√	√	√	Org.	√
						Copies	√
7	HALFF	√	√	√	√	Org.	√
						Copies	√
8	Guzman & Munoz	√	√	x	√	Org.	√
						Copies	√
9	Sames	√	√	√	√	Org.	√
						Copies	√
10	R.O.W.	√	√	√	√	Org.	√
						Copies	√
11	CVQ Land Surveyors	√	√	√	√	Org.	√
						Copies	√
12	LNV	√	√	√	√	Org.	√
						Copies	√
13	R. Gutiérrez	√	√	√	√	Org.	√
						Copies	√
14	CDS Muery	√	√	√	√	Org.	√
						Copies	√
15	Fulcrum	√	√	√	√	Org.	√
						Copies	√
16	Melden & Hunt, Inc.	√	√	√	√	Org.	√
						Copies	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFQ OPENING DATE: February 17, 2016 RFQ OPENING TIME: 9:30 A.M.
DEPARTMENT/RFQ DESCRIPTION: "PROFESSIONAL SURVEYING SERVICES ANNUAL POOL-" RFQ NO.: 2016-006-02-17-SGS
BUYER II: 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	ARANDA & ASSOCIATES	Email	arandaj@arandaworld.com Sandy	02/17/16	1552 Dove Ave. McAllen TX 78504 TEL: 956-631-0944 FAX: 956-631-0992
2	CVQ LAND SURVEYORS Attn: Carlos Vasquez	Email	cvq@cvqls.com Sandy	02/17/16	517 Beaumont Ave. McAllen, Tx 78501 TEL: 956- 618-1551 FAX 956-618-1547
3	MELDEN & HUNT, INC.	Email	tina@meldenandhunt.com Sandy	02/17/16	115 West McIntyre Street Edinburg, TX 78541 TEL: 956-381-0981 FAX: 956-381-1839
4	GUZMAN & MUNOZ ENGINEERING/SURVEYING, INC,	Email	sspence@gmes.biz Sandy	02/17/16	2020 E. Expressway 83 Mercedes, Tx 78570 (p)956-565-4637
5	L & G ENGINEERING	Email	velma@lgengineers.com marie@lgengineers.com Sandy	02/17/16	2100 W. Expressway Mercedes, TX 78570 TEL: 956-565-9813
6	DANNENBAUM Attn: Cynthia Luera	Email	Georgiana.Medrano@dannenbaum.com Cynthia.luera@dannenbaum.com Sandy	02/17/16	1109 Nolana Loop Ste 208 McAllen TX 78504 TEL: 956-682-3677 direct: 956-429-0540
7	DOS LOGISTICS ***Rico R. Vasquez***	Email	ricovasquez@doslogistics.com Sandy	02/17/16	1002 E. Expressway 83 Weslaco, Texas 78596 Office: (956) 968-8800 Fax: (956) 447-8194
8	GARCIA R. E. & ASSC. SURVEYORS & ENG.	Email	regaassoc@aol.com Sandy	02/17/16	116 N. 12th Ave Edinburg, TX 78539 TEL: 956- 381-1061 CELL: 956-428-2443
9	INNOVATIVE CIVIL ENG. SERVICES Attn: Jaime M. Cantu	Email	icesltd@gmail.com Sandy	02/17/16	1306 S. F. St. Suite A Harlingen, TX 78550 TEL: 956- 466-1954
10	MILLENNIUM ENGINEERS GROUP, INC. Attn: Raul Palma	Email	meg@megengineers.com Sandy	02/17/16	705 Dawson Drive Edinburg, TX 78539 TEL: 956-383-8522 FAX: 956-383-0295
11	R. GUTIERREZ, ENGINEERING Attn: Ramiro Gutierrez	Email	office@rgec.net Sandy	02/17/16	130 E. Park Pharr, TX 78577 TEL: 956-782-2557 FAX: 956-782-2558

12	RODRIGUEZ ENGINEERING Attn: Leo L. Rodriguez, Jr	Email	Atm1963@hotmail.com Sandy	02/17/16	5602 E. Iowa Rd. PO Box 1830 Edinburg, TX 78540 Tel:491-1013
13	DOS LAND SURVEYING	Email	juancastillo@doslandsurveying.com Sandy	02/17/16	212 W. 3rd St. Weslaco Tx 78249 TEL: 956-968-8800 FAX:956-246-0064 cell
14	QUINTANILLA HEADLEY & ASSC. Attn: Alfonso Quintanilla	Email	office@qhaengineering.com Sandy	02/17/16	124 E. Stubbs St. Edinburg, TX 78539 TEL: 956-381-6480 FAX: 956-381-0527
15	HINOJOSA ENGINEERING INC. Attn: Wilfredo Ricardo Hinojosa Attn. Kenya Olivares	Email	hinojosaenginc@aol.com rhinojosa@hengineering.com Sandy	02/17/16	108 W. 18th Street Mission, TX 78572 TEL: 956-581-0143 FAX: 956-581-2074
16	SAMES ENGINEERING & SURVEYING, INC. Attn: Samuel Maldonado	Email	sam@samengineering-surveying.com Sandy	02/17/16	801 East Ferguson Road Pharr, Texas 78577 TEL: 956-702-8880 FAX: 956-702-8883
17	HALFF ASSOCIATES, INC. Attn.: Lorena Corpus Attn. Courtney M. Wilson	Email	cVillarreal@Halff.com cwilson@halff.com Sandy	02/17/16	5000 West Military, Suite 100 McAllen, TX 78503 TEL: 956-664-0286 FAX: 956-664-0282
18	SALINAS ENGINEERING & ASSC. Attn: David Omar Salinas	Email	Dsalinas.sea@sbcglobal.net Sandy	02/17/16	2221 Daffodil Ave. McAllen, TX 78501 TEL: 956-682-9081 CELL: 956-648-8899
19	TEDSI Attn: Claudia. Garza	Email	cgarza@tedsi.com Sandy	02/17/16	1201 E. Expressway 83 956-424-7898 956-424-7022 fax
20	RODS SURVEYING INC.	Email	dcantu@rods.cc Sandy	02/17/16	5201 8 ½ Mile Line Road Edinburg, Tx 78541 956-583-8050
21	SDI ENGINEERING, LLC Attn: Israel Posadas, P.E.	Email	iposadas@sdi-engineering.com Sandy	02/17/16	2327 W. Rhin Drive Edinburg, Tx 78539 956-607-9091 mbl 956-287-3697 fax
22	IMS Attn. Jenny Flanagan	Email	jflanagan@imsinfo.com Sandy	02/17/16	945 Hornblend Street, Ste G San Diego, CA 92109 Direct-858-490-8823 Toll free: 888-467-3151
23	Barrera Land Surveying Attn. Joe Barrera	Email	Barreralandsurveying.joe@gmail.com Sandy	02/17/16	7715 Mainland Dr. Suite 114 San Antonio, TX 78250 210-444-9025
24	Virkrey & Associates, Inc. Consulting	Email	mromero@vickreynet.com Sandy	02/17/16	12940 County Parkway San Antonio, TX 78216 210-349-3271
25	LNV Solutions	Email	hgalloway@lnvinc.com Sandy	02/17/16	8918 Tesoro Drive, Ste 401 San Antonio, TX 78217 210-822-2232
26	X8 Environmental INC Attn. Jacey Reid	Email	jreid@x8environmental.com Sandy	02/17/16	806-939-0033x124 Fax: 866-899-7063
27	RIO DELTA SURVEYING Attn: Merelda Gonzalez	Email	Riodelta2004@yahoo.com mereldag@msn.com Mario@riodeltasurveying.com Sandy	02/17/16	8207 Mateo Escobar Monte Alto, TX 78538 TEL: 956-380-5154 FAX:956-380-5156

28	Cardno TBE Pam Lowe CARDNO TBE	Email	pamela.lowe@cardno.com Sandy	02/17/16	Phone (+1) 512-459-6300 Fax (+1) 512-520-2571 Address 2590 Oakmont Drive, Suite 410, Round Rock, TX 78665
29	LandTech Consultants, Inc Mindy Rueda Cathy Darche	Email	mrueda@LandTech-Inc.com Sandy	02/17/16	Phone (713) 861-7068 Fax(713)861-4131 2525 North Loop West, Ste. 300, Houston, TX. 77008
30	Fulcrum Consulting Services	Email	lsalinas@fulcrum-cs.com Sandy	02/17/16	P.O. Box 530540 Harlingen, Texas 78553 POC George Lazaro Phone: 956-797-3411 Fax: 956-797-3400
31	S & B Infrastructure Sharlette L. Teague	Email	slteague@binfra.com Sandy	02/17/16	5908 N 10TH ST McAllen, Texas 78501 956-926-5000
32	CADCon Corp. Juan F. Celis	Email	juanfcelis@gmail.com Sandy	02/17/16	1424 McKinley Street Brownsville, TX 78521 - Ph.956.546.7146 Fax.956.546.7170
33	Rio Grande Valley Surveying Hilario Ortiz Sid A Rouch, RPLS President	Email	hilortiz@gmail.com Sandy	02/17/16	612 Nolana, Suite 520 McAllen, Texas 78504 cell(956) 466-8083
34	South Texas Infrastructure Group, LLC/R.O.W. Surveying Services,LLC Julio Cerda	Email	jcerdape@yahoo.com Sandy	02/17/16	900 S. Stewart Rd. Suite 11 Mission, TX 78572 19564512670
35	Gonzalez-De La Garza & Associates, LLC Marc Long	Email	.Long@gda-us.com Sandy	02/17/16	115 E. Travis St. Suite 800 San Antonio, Texas 78205 Phone 210-208-9400 Fax 210-208-9401
36	South Texas Infrastructure Group, LLC	Email	esther@rowsurveying.com Sandy	02/17/16	900 S. Steward Road, Suite 13 Mission, TX 78572 Office: (956) 424-3335 Fax: (956) 583-7116
37	Prime Vendor, Inc.	Email	work41@prime-vendor.com Sandy	02/17/16	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
38	Surveying And Mapping, LLC (SAM)	Email	avalasek@sam.biz www.sam.biz Sandy	02/17/16	4801 Southwest Parkway, Building Two, Suite 100 Austin, Texas 78735 Tel 512-447-0575 Dir 512-895-5026
39	Gonzalez De La Garza Sara Haddox	Email	shaddox@gd-us.com Sandy	02/17/16	P] 210.208.9400 F] 210.208.9401
40	Fugro/Chance Land Surveyors	Email	gsanders@fugro.com Sandy	02/17/16	200 Dulles Drive Lafayette, LA 70506 1-337-706-3937 1-337-303-2607

41	PBK Architects, Inc.	Email	sara.martinez@pbk.com Sandy	02/17/16	3900 N. 10th street Stw 810 McAllen, Texas 78501 956-687-1330
42	Julian Wiggles	Email	Julian@wigglesrehab.net Sandy	02/17/16	As per Marcos Pct 4
43	CDS Muery R. Michael Wood	Email	MWood@cdsmuery.com Sandy	02/17/16	2290 W. Pike Blvd Suite 102 Weslaco, Texas 78596 (O) 956-854-4930 C- 210-827-8474 F 956-375-2053
44	Rio Delta Engineers Debbie Guerra	Email	Riodelta2004@yahoo.com Sandy	02/17/16	921 So. 10th Edinburg, Tx. 78539 956-380-5152
45	SAM Engineering	Email	jcalifa@samengineering-surveying.com Sandy	02/17/16	200 S. Cage Blvd. Pharr, Texas 78577 956-702-8280
46	~~Contech Engineered Solutions LLC~~ ~~Behdad Yazdeaniha~~ **2/2/16 Remove- does not offer Surveying Services**.	~~Email~~	~~byazdaniha@conteches.com~~ ~~Sandy~~	~~02/17/16~~	~~2201 West Royal Lane, Suite 260 | Irving, TX 75063~~ ~~Off: 972-590-2000 Toll Free: 888-821-3032 Fax: 972-590-2039~~
47	Westwood Professional Srvs Sid Rouch	Email	sid.rouch@westwoodps.com Sandy	02/17/16	1718 Creek Way Suite 110 San Antonio, Texas 78259 210-265-8300
48	Quintanilla, Headly @ Assoc.	IP	Yolanda Velasquez / for Sandy	02/17/16	956-381-6480
49	TEDSI Claudia Garza	Email	cgarza@tedsi.com Sandy	02/01/16	1201 E. Exp. 83 Mission, TX. 78572 956-424-7879 x 103 F 956-424-7022
50	South Texas Infrastructure & ROW Surveying Services Esther G. Rivera	EMR	esther@rowsurveying.com Sandy	02/01/16	900 S. Steward # 13 Mission, TX. 78572 956-424-3335 F 956-424-3132
51	ARTURO GARCIA ENGINEERING SERVICES, PLLC	EMR	ages-pllc@rgv.rr.com Sandy	02/01/16	P.O. BOX 4526 McALLEN, TEXAS 78502-4526 TEL: 956-630-3340
52	LNV Eugene Palacios, PE / S.A. Kimberly Gamboa	EMR	kgamboa@invinc.com Sandy	02/03/16	801 W Nolana, Suite 202 McAllen, Texas 78504 956-627-3739/ 8918 Tesoro Drive, Suite 401-San Antonio, Texas 78217 210-822-2232
53	~~Fenstermaker~~ ~~Bill Fenstermaker~~ 2/5/16 CO. requested to be removed from list.	EMR	~~billfenstermaker@.com~~ ~~Sandy~~	~~02/03/16~~	~~135 Regency Square~~ ~~Lafayette, LA 70508~~ ~~333-962-3626 F 337-232-3299~~

54	Tem Nieto	EMR	tnieto@vickreyinc.com Sandy	02/03/16	
55	Surgis Jerry Garcia	TR	jerry@surgis-texas.com Sandy	02/05/16	12274 Bandera RD Suite #123 Helotes, Tx 78023 P-210-385-0975 F-210-554-9032
56	Aranda & Assoc Jorge A Gonzalez	EMR	gonzalezj@arandaworld.com Sandy	02/08/16	1552 Dove Ave McAllen, TX. 78504 956-631-0944 F 956-631-0992

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-53588

Purchasing Department 21.
A. 4.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Supplemental [Revised] Schematic Design:
Acceptance and approval of the Supplemental [Revised] Schematic Design by ERO in a deliverable form that can be utilized in connection with the final phases for the Design & Construction of a New Hidalgo County Courthouse at no cost to Hidalgo County

B. Legal Counsel:
1. Exemption from competitive bidding requirement under Texas Local Government Code, 262.024(a)(4), a professional service;
2. Authority to negotiate a Letter of Engagement with the law firm of Porter Hedge, LLP, Hon. David D. Peden [pronounced Payden] in connection with assisting Hidalgo County including, but not limited to, the following scopes of legal services:
a. negotiating the final form of agreement (AIA form of agreements) for the last phases (where applicable): design development, construction documents, bidding or negotiation, construction/contract administration, project close-out & warranty which includes the architects obligation to engage Civil, MEP, HVAC & Structural services;
b. providing HCCC with information on the different options on methods of construction (i.e. conventional, design-build, cmar, etc.);
c. assist HC with the preparation of any and all procurement packets that will be required for the design and construction of a new courthouse including the contracts required for same;
d. define the role and scope of services for the engagement of a Project Manager, if HCCC so opts;
e. other services as may be defined by CC;

C. Nomination of at least 3 firms from HC current approved "pools" of professional services providers:
1. County's obligation for professional services under construction project:
a. Geo Technical;
b. Materials Testing;
c. Surveyors;
d. Civil Engineer;

D. Architect
Nomination of at least 3 firms from HC current approved "pool' of Architectural Firms to

complete the final phases for the Design and Construction of a New Courthouse [i.e. design development, construction documents; bidding or negotiation phase, construction/contract administration, & project close-out and warranty phases.

E. Selection of Evaluation Committee(s) - Professional Services Providers Nominated:

_____
_____
_____
_____
_____

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Fiscal impact will not be a factor on these agenda items but will need to be identified when agreements are presented for acceptance and approval by HCCC.

Attachments

Porter Hedges, LLP

Pool of Architectural

Pool of Eng.

Pool of Surveyor's

POOL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/03/2016 03:22 PM
Budget & Management	Veronica Ortiz	03/03/2016 03:35 PM
Glinda Pacheco	Glinda Pacheco	03/03/2016 03:54 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Marty Salazar Started On: 03/01/2016 02:43 PM

Final Approval Date: 03/04/2016

PORTER HEDGES LLP

David D. Peden
Partner
(713) 226-6610 Phone
(713) 226-6210 Fax
dpeden@porterhedges.com

1000 Main Street, 36th Floor
Houston, Texas 77002-6341
(713) 226-6000 TEL
(713) 228-1331 FAX
porterhedges.com

February 22, 2016

007108-0015
via email: paguilar@ramongarcia-law.com

Hon. Ramon Garcia
County Judge
Hidalgo County, Texas

Re: New Hidalgo County Courthouse

Dear Judge Garcia,

It was a pleasure speaking with you this afternoon. We are pleased to be considered for representation of Hidalgo County in the design development and awarding of construction contracts for the new Hidalgo County Courthouse. Our conflicts check was clear, so we can proceed if the County decides to engage Porter Hedges LLP.

Attached for your consideration is a brochure regarding our construction group, of which I am the Chair. My personal CV is also included. I would lead the effort, but we may use associates as needed to help hold down the legal fees. Having represented several public entities over the years, I am sensitive to the need to be cost effective for my clients. Public entities I have represented in construction matters include City of Houston Airport System, County of Victoria, and the City of Sugarland.

On a personal note, as I mentioned, my wife and I come to McAllen frequently. My wife, Tish, was married to Mack Pike in her first marriage. She became close friends with Jim and Kathy Collins, Shelby and Tita Longoria, Lan and Mary Vance Jones, and Johnny and Melinda Wright, to name a few. When I married Tish 10 years ago, I was lucky enough to be taken in by these gracious people, and they have become my friends as well. We miss Lan a lot.

If it would be beneficial, I would be glad to come down and meet with the Commissioners at a mutually convenient time. I look forward to answering any questions you may have.

Regards,

David D. Peden
Partner

DDP: ddp
Encl.

5290233v1

PORTER HEDGES LLP

CONSTRUCTION PRACTICE

February 2016

ABOUT THE FIRM

- 110+ lawyer, Houston-based full-service firm established in 1981 with an office in Oklahoma City.
- Business and trial lawyers experienced in a wide range of legal services across a broad spectrum of industries.

HOUSTON BUSINESS JOURNAL
7th Largest Firm in Houston



TEXAS LAWYER
25th Largest Firm in Texas

CONSTRUCTION

- Our construction team represents owners, lenders, contractors, subcontractors and suppliers, sureties, design professionals and construction managers in resolving complex construction disputes.
- We have extensive federal, state, and administrative litigation experience.
- We have the resources to meet the needs of large national and multi-national corporations as well as those of small to mid-sized companies and individuals, from pre-litigation negotiation through trial and appeal.
- Our partners are leaders in the construction industry:
  - Two partners are on the American Arbitration Association Panel of Arbitrators in construction. We have extensive experience in handling domestic and international arbitrations.
  - Two partners have chaired the State Bar of Texas Construction Law Section, chosen from over 2,000 dues paying section members.

Representative Experience

- Delay and inefficiency claims
- Defective design
- Payment and performance bond issues
- Wrongful termination
- Cost overruns
- Breach of contract
- Lien claims
- Construction defect claims
- Negligence and gross negligence
- Warranty issues
- Deceptive trade practices
- Environmental and mass torts
- Surveying errors
- Insurance coverage
- Jobsite injury
- Professional liability clauses
- Fraud claims
- Surety claims
- Pre-dispute workouts

ACCOLADES



Chambers USA (2015)

– Construction practice has been ranked by *Chambers USA* for eleven consecutive years among the leading construction practices in Texas (Band 1); three attorneys have also been named among the industry leaders.



Legal 500 (2015)

– Named among the leading construction law firms in the country, noted for "a thorough knowledge of the construction industry in Texas," and praised for being "easy to work with" and "well able to handle anything thrown at it."



U.S. News Best Lawyers (2015)

– Construction Law named among the leading practices nationally (Tier 2) and in Houston (Tier 1)

PORTER HEDGES LLP



David D. Peden

PARTNER
dpeden@porterhedges.com

1000 Main Street, 36th Floor
Houston, Texas 77002

t 713.226.6610
f 713.226.6210

PRACTICES
Construction
Litigation
Alternative Dispute Resolution
Commercial Litigation
Financial Institution Litigation
International Arbitration

INDUSTRIES
Construction

EDUCATION
J.D., The University of Texas School of Law, 1974

B.B.A., The University of Texas at Austin, 1971

ADMITTED
Texas

United States District Court
Southern District of Texas

United States District Court
Western District of Texas

United States Court of Appeals
Fifth Circuit

United States Supreme Court

David Peden is a partner in the litigation practice group and heads the construction section of Porter Hedges. He has extensive experience in litigation and arbitration of construction, insurance, surety and commercial issues. His construction law practice focuses on claims; disputes; arbitration and litigation; contract documents; mediation services; commercial, industrial, offshore, multi-family, surety, and residential' trials and appeals of contractual disputes; trade secrets; supply contracts; deceptive trade practices; and breach of warranty. Mr. Peden frequently represents owners, lenders, general contractors, subcontractors, and design professionals.

Mr. Peden served as Chair of the State Bar of Texas Construction Law Section (2006-07). He is listed as one of America's leading lawyers in construction law by *Chambers USA*, is listed as a recommended construction lawyer by *The Legal 500* since 2010, and has been listed in *The Best Lawyers in America*, Construction Law, since 2004. He was named the Best Lawyers' 2012 Houston Construction Law "Lawyer of the Year." Mr. Peden was also named one of the state's leading lawyers in the Construction practice area by *Who's Who Legal: Texas 2008*. He has been selected for inclusion in *Texas Super Lawyers* in Construction Litigation since 2003 and *Super Lawyers Corporate Counsel Edition* for the State of Texas in construction litigation since 2009.

After 27 years at Greenberg Peden P.C., Mr. Peden merged his construction law practice with Porter Hedges in 2001.

Representative Experience

- Industrial construction experience includes pipelines on and offshore, storage facilities, vessel failures, turbines, jack up rigs, welding, cogen, delays, insurance claims, man power efficiency, and equipment failures.
- Successful prosecution settlement of claims on behalf of a city near Houston against the city's design and construction team consisting of a construction manager, a contractor, and an architectural firm relating to construction defects and delays affecting a city administrative building (new construction).
- Successful defense settlement (reduction in contract balance, without litigation or media coverage) of claims on behalf of a county near Harris County for substantial delays and extras on a hospital expansion.

- Successful trial of a construction delay and default case involving three projects, 7,000 exhibits, and 60 witnesses, spread over four months in federal court. Obtained a multi-million dollar punitive damage award to complement an actual damages and attorneys fees award, from a defensive, counter-claim position.
- Successful appeal and reversal of trial court's denial of demand for arbitration in alleged fraud case involving a construction project.
- Successful defense of offshore engineering company, dismissal on summary judgment of design error and omission claim.
- Design and construction contract document preparation for $100MM projects in California, Florida and Texas.

Professional / Civic Affiliations

- Martindale Hubbell AV Preeminent Rated Attorney
- American Arbitration Association, Member , Panel of Arbitrators, for more than 20 years
- State Bar of Texas, Member of Construction and Litigation Sections (Chair 2006-2007; Vice-Chair 2005-2006; Secretary 2004-2005; Treasurer 2003-2004; Past Council Member)
- Houston Bar Association, Member of Construction and Litigation Sections (Past Chairman)
- American Bar Association, Member of Construction and Litigation Sections (Steering Committee Division 2 1994-1996, 1999-2002)
- Federal Bar Association, Member of Construction and Litigation Sections
- College of the State Bar of Texas; Past Board Member
- Houston Chapter of the Association of General Contractors, Member and has served on the Surety and Bonding Committee, AIA/AGC Joint Committee, Mentor Education Committee, Executive Development Committee and the Advisory Board

News

- Twenty-One Porter Hedges Partners Selected by Texas Super Lawyers for 2015 (09/08/15)
- Twenty-Two Porter Hedges Partners Listed in The Best Lawyers in America 2016 (08/17/15)
- Legal 500 Once Again Ranks Porter Hedges Among the Leading Firms in the Country (06/03/15)
- Chambers USA Recognizes Porter Hedges Construction Practice for the 11th Consecutive Year (05/20/15)
- Chambers USA 2015 Guide Recognizes Porter Hedges Among the Country's Leading Law Firms (05/19/15)
- Porter Hedges Construction Practice Recognized in 2014 (01/27/15)
- Porter Hedges Lawyers Named to Who's Who Legal 2014 (11/05/14)
- Nineteen Porter Hedges Partners Selected by Texas Super Lawyers for 2014 (09/05/14)
- Nineteen Porter Hedges Partners Recognized in Best Lawyers in America 2015 (08/18/14)

- Legal 500 Once Again Ranks Porter Hedges Among the Leading Bankruptcy and Construction Practices in the Country (06/25/14)
- Chambers USA Ranks Porter Hedges' Construction Practice Among the Leading Practices in Texas for the Tenth Consecutive Year (06/05/14)
- Chambers USA Ranks Porter Hedges Among the Country's Leading Law Firms in its 2014 Law Firm Rankings (05/23/14)
- Porter Hedges Construction Practice Recognized in 2013 (01/06/14)
- Sixteen Porter Hedges Partners Selected by Texas Super Lawyers for 2013 (09/09/13)
- Nineteen Porter Hedges Partners Recognized in Best Lawyers in America 2014 (08/16/13)
- Legal 500 Ranks Porter Hedges Among the Leading Bankruptcy and Construction Practices in the Country (06/03/13)
- Porter Hedges' Construction Practice Ranked By Chambers USA Among the Leading Practices in Texas for the Ninth Consecutive Year (05/31/13)
- Porter Hedges' Partners selected by Super Lawyers Business Edition and Texas Super Lawyers for 2012 (09/2012)
- Twenty-One Porter Hedges Attorneys Recognized in Best Lawyers in America 2013 (09/05/12)
- Porter Hedges' Construction Practice Ranked By Chambers USA Among the Leading Practices in Texas for the Eighth Consecutive Year (06/29/12)
- Porter Hedges Ranked by Chambers USA 2012 Among the Country's Leading Law Firms (06/07/12)
- Porter Hedges Named to The National Law Journal's 2012 Midsize Hot List (04/23/12)

Publications

- Construction Alert: "Personal Liability for Fraudulent Pay Applications" (11/16/15)
- Construction Alert: "Texas Supreme Court Unanimously Blocks Contractors' Economic Loss Tort Claims Against Designers" (07/01/14)
- Construction Alert: "Texas Supreme Court Issues Ewing Opinion" (01/27/14)
- Construction Alert: "What to Do Before Repairing Building Defects" (03/11/13)
- "Certificate of Merit Dilemma for the Design Builder," Build Houston (01/2013)
- Construction Alert: "Fifth Circuit Withdraws Ewing Opinion" (08/09/12)
- Construction Alert: "Fifth Circuit Ruling on Commercial General Liability Policies Could Have a Significant Impact on the Texas Construction Industry" (06/22/12)
- "The Anti-Indemnity Bill; Unintended Consequences," CornerStone (06/2012)
- "Summary of Legislation Affecting the Texas Construction Industry," Houston Bar Association Real Estate Section (04/2012)
- Construction e-Alert: "Fifth Circuit Holds that Contractor is Entitled to Additional Insured Coverage even though Indemnity Agreement is Unenforceable" (01/11/12)
- Construction Client Alert: "Unknown Conditions - Can Parties Contractually Assign Liability Without Limits?" (11/17/11)
- "How Will Recent Changes in Texas Construction Law Affect Your Company?" (09/20/2011)
- "Best Practices on Bonds and Liens" (04/2011)

Articles

- "Texas Justices Poised To Shake Up Public Works Projects," Law360 (08/30/13)

Events

- "Briefing: Construction Project Property Insurance - An Update of the Recommended Practices Publication," Houston Chapters of the American Institute of Architects and Associated General Contractors (01/18/16)
- "Getting the Arbitration You Want," Porter Hedges Construction Practice Group Client Breakfast (10/07/15)
- "Texas Statutes of Repose; The Long and The Short of It," Harris County Judicial Education Conference (08/06/14)
- "Texas Statutes of Repose: The Long and The Short of It," Annual Harris County Judiciary Education Conference (08/05/14)
- "An Inside Look at Houston's Booming Construction Market," Porter Hedges Construction Law Program (04/09/14)
- "Behind the Scenes of a Major Construction Defects Case," 27th Annual Construction Law Conference (02/28/14)
- "Lessons Learned From Decades of Mediating and Arbitrating," Houston Bar Association Construction Law Section (01/16/14)
- "Ouch! Contracts That Sting, and Who Gets Stung" Porter Hedges Construction Law Program (04/03/13)
- "AIA Contracts Seminar: A201," Lorman Education Services Seminar (03/21/13)
- "Liquidated Damages – Pros and Cons," South Central AAAE Annual Conference, Panelist (03/05/13)
- "ROBINSON, DAUBERT, AND MCGINTY V. HENNEN: Update on Experts and Evidence in Construction Cases," 26th Annual Construction Law Conference (02/28/13)
- "2011 New Laws Affecting Construction in Texas," presentation to the HBA Real Estate Section (04/18/12)
- "Summary of Legislation Affecting the Texas Construction Industry," Associated General Contractors of America (02/15/12)
- "2007 AIA A201 General Conditions Document: "Conflicts with Texas Law and Other Problems," presented to the Houston Bar Association Construction Law and Real Estate Law Joint Luncheon (04/16/08)
- "Warranties and Quality Control in Construction," presented to the Houston Chapter of the Associated General Contractors' Program on Project Management for the Construction Industry. (12/04/07)
- "Construction Contracts from the General Contractor's Perspective," State Bar of Texas Real Estate Course, San Antonio (07/14/07)
- "Liquidated Damages Seminar," AGC/AIA Houston Joint Committee (06/28/06)
- "Recent Changes in Implied and Extended Warranties," Houston Chapter of Associated General Contractors (05/18/05)
- "Solving Problems with Design-Build Documents in Construction in Texas," Lorman Education Services Seminar (11/03/04)
- "Girding for Shortages: U.S. Steel Price Crisis," Associated Builders and Contractors, Inc. (04/28/04)
- "Preparing the Expert Witness," firm seminar (03/10/04)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: **HIDALGO COUNTY**

RFQ ACCEPTANCE DATE: **FEBRUARY 04, 2015** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF RFQ: **"PROFESSIONAL ARCHITECTURAL SERVICES POOL-HIDALGO COUNTY"**

RFQ NO: **2015-005-02-04-YSS**

RFQ	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
1	ROFA Architects Inc. McAllen, TX	√
2	Negrete & Kolar Architects, LLP Austin/Edinburg, TX	√
3	HOK, LLP Dallas, TX	√
4	PBK Architects Inc. McAllen, TX	√
5	Milnet Architectural Services McAllen, TX	√
6	Mata & Garcia Architects, LLP McAllen, TX	√
7	Gignac & Associates LLP McAllen, TX	√
8	Sam Garcia Architect, LLC McAllen, TX	√
9	The Warren Group Architects Inc McAllen, TX	√
10	Gomez Mendez Saenz Inc. Brownsville, TX	√
11	HDR Architecture, Inc. Dallas, TX	√
12	ERO Architects McAllen, TX	√
13	Alcocer, Garcia, & Associates Inc. Hidalgo, TX	√
14	Fulcrum Consulting Services Harlingen, TX	√

HIDALGO COUNTY PURCHASING DEPARTMENT															
RFQ-REFERRAL POOL															
DESCRIPTION: "PROFESSIONAL ARCHITECTURAL SERVICES-HIDALGO COUNTY"													RFQ NO: 2015-005-02-04-YSS		
RFQ ACCEPTANCE DATE: FEBRUARY 04, 2015													ACCPETANCE OPENING TIME: 9:30 A.M.		
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2015 THROUGH MARCH 15, 2016															
AREA OF SPECIALIZATION															
No.	NAME OF FIRM	Design and Construction of Multi-level Parking Structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#1	**ROFA Architects Inc.** McAllen, TX 956-686-7771		√	√	√	√			√	√	√			√	
#2	**Negrete & Associates** Edinburg, TX / Austin, TX 956-386-0611		√	√	√	√	√	√	√	√	√	√		√	
#3	**HOK L.P. (Hellmuth, Obata & Kassabaum)** Dallas, TX 214-231-5851	√	√	√	√	√		√	√	√	√	√			
#4	**PBK Architects, Inc.** McAllen, TX 956-687-1330	√	√	√	√	√	√	√	√	√	√	√	√	√	
#5	**Milnet Architectural Services** McAllen, TX 78501 956-688-5656		√	√	√	√	√	√	√	√	√	√	√	√	
#6	**Mata & Garcia Architects, LLP** McAllen, TX 956-631-1945		√	√	√	√	√	√	√	√	√	√	√		
#7	**Gignac & Associates, LLP** Harlingen, TX 956-365-4820	√	√	√	√	√	√	√	√	√	√	√		√	
#8	**Sam Garcia, LLC** McAllen, TX 956-212-4930		√	√	√	√	√	√	√	√		√		√	
#9	**The Warren Group Architects Inc.** McAllen, TX 956-994-1900 956-994-1962 fax	√	√	√	√	√	√	√	√	√	√	√		√	
#10	**Gomez Mendez Saenz Inc.** Brownsville, TX 956-546-0110		√	√	√	√	√	√	√	√	√	√		√	
#11	**HDR Architecture Inc.** Dallas, TX 972-960-4193	√	√	√	√	√	√	√	√	√	√	√	√	√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**	RFQ NO: **2015-006-02-04-YZV**
RFQ ACCEPTANCE DATE: **FEBRUARY 04, 2015**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2015 through March 15, 2016

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	COOK JOYCE INC.	√				√			√ - Landfill Engineering
#02	S & G E CIVIL ENGINEERING LLC	√							
#03	RABA KISTNER, INC					√			√ - Facilities Engineering √-Construction Mngmt √-Geotechnical Eng
#04	LANDTECH, INC.	√						√	
#05	ENTECH CIVIL ENGINEERS, INC	√	√			√		√	
#06	SAMES, INC	√	√	√					
#07	R.O. ENGINEERING PLLC	√		√	√		√	√	
#08	ARANDA & ASSOCIATES, INC	√							
#09	QUINTANILLA HEADLEY & ASSOCIATES, INC	√						√	
#10	LE FEVRE ENGINEERING & MANAGEMENT CONSULTING LLC	√				√		√	
#11	SDI ENGINEERING, LLC	√						√	
#12	CRUZ HOGAN CONSULTANTS, INC	√				√			√-Wtr & Wastewater Trtm √ Collection & Distribution
#13	TERRACON CONSULTANTS, INC	√				√			
#14	BUILDING TRANSPORTATION INFRASTRUCTURE, INC (BTI)	√				√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**	RFQ NO: **2015-006-02-04-YZV**
RFQ ACCEPTANCE DATE: **FEBRUARY 04, 2015**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2015 through March 15, 2016

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#15	GUZMAN & MUÑOZ ENGINEERING & SURVEYING INC	√						√	
#16	INTERNATIONAL CONSULTING ENGINEERS (ICE)	√	√			√		√	
#17	CORTRAN ENGINEERING, PLLC	√	√			√		√	√-Traffic Eng √- Roadway Design √- Hydrology & Hydraulics
#18	HINOJOSA ENGINEERING, INC	√	√						
#19	R.E. GARCIA & ASSOCIATES	√				√		√	
#20	JAVIER HINOJOSA ENGINEERING	√						√	
#21	HALFF ASSOCIATES, INC	√	√	√	√	√	√	√	
#22	TEDSI INFRASTRUCTURE GROUP, INC	√						√	
#23	SOUTH TEXAS INFRASTRUCTURE GROUP LLC	√						√	
#24	DBR ENGINEERING CONSULTANTS, INC			√	√		√		
#25	MELDEN & HUNT, INC	√							
#26	GONZALEZ-DE LA GARZA & ASSOCIATES LLC	√						√	
#27	R. GUTIERREZ ENGINEERING CORP	√							
#28	DOS LOGISTICS, INC	√			√	√		√	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ-ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **PROFESSIONAL ENGINEERING SERVICES**	RFQ NO: **2015-006-02-04-YZV**
RFQ ACCEPTANCE DATE: **FEBRUARY 04, 2015**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: MARCH 16, 2015 through March 15, 2016

	NAME OF COMPANY	Areas of Specialization							
		Civil	Structural	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#29	URBAN INFRASTRUCTURE GROUP, INC	√		√		√			
#30	B2Z ENGINEERING	√	√					√	
#31	S & B INFRASTRUCTURE GROUP, LTD	√	√	√	√	√	√	√	
#32	L & G ENGINEERING	√	√			√		√	
#33	DANNENBAUM ENGINEERING COMPANY- MCALLEN LLC	√	√		√	√	√	√	
#34	PEREZ CONSULTING ENGINEERS LLC	√							
#35	RIO DELTA ENGINEERING	√							
#36	LNV ENGINEERS, INC	√	√			√		√	
#37	FULCRUM CONSULTING SERVICES	√	√	√	√	√	√	√	
#38	M GARCIA ENGINEERING LLC	√							
#39	CHANIN ENGINEERING LLC		√						
#40									
#41									
#42									

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: February 04, 2015 | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: "PROFESSIONAL SURVEYORS SERVICES-HIDALGO COUNTY"

RFQ NO: 2015-010-02-04-MEG

	NAME OF COMPANY	Addendum #1	2 CD'S Included	ACKNOWLEDGMENT OF RECEIPT	
1	Landtech	√	√	Org.	√
				Copies	√
2	R.E. Garcia	√	√	Org.	√
				Copies	√
3	Hinojosa Eng.		√	Org.	√
				Copies	√
4	Quintanilla, Headley	√	√	Org.	√
				Copies	√
5	Aranda & Associates	√	√	Org.	√
				Copies	√
6	Sames		√	Org.	√
				Copies	√
7	Rods Surveying Inc.		√	Org.	√
				Copies	√
8	Dos Land Surveying		√	Org.	√
				Copies	√
9	Guzman & Munoz	√	√	Org.	√
				Copies	√
10	HALFF		√	Org.	√
				Copies	√
11	TEDSI	√	√	Org.	√
				Copies	√
12	R.O.W.		√	Org.	√
				Copies	√
13	CDS Muery		√	Org.	√
				Copies	√
14	Westwood Prof. Srvs		√	Org.	√
				Copies	√
15	CVQ Land Surveyors	√	√	Org.	√
				Copies	√
16	Meden & Hunt, Inc.		√	Org.	√
				Copies	√
17	R. Gutiérrez		√	Org.	√
				Copies	√
18	Dannebaum		√	Org.	√
				Copies	√
19	Fulcrum	√	√	Org.	√
				Copies	√
20	Rio Delta Surveyors	√	√	Org.	√
				Copies	√

14	QUINTANILLA HEADLEY & ASSC. Attn: Alfonso Quintanilla	Email IP	office@qhaengineering.com MEG	01/20/15	124 E. Stubbs St. Edinburg, TX 78539 TEL: 956-381-6480 FAX: 956-381-0527
15	HINOJOSA ENGINEERING INC. Attn: Wilfredo Ricardo Hinojosa Attn. Kenya Olivares	Email	hinojosaenginc@aol.com rhinojosa@hengineering.com MEG	01/20/15	108 W. 18th Street Mission, TX 78572 TEL: 956-581-0143 FAX: 956-581-2074
16	SAMES ENGINEERING & SURVEYING, INC. Attn: Samuel Maldonado	Email	sam@samengineering-surveying.com MEG	01/20/15	801 East Ferguson Road Pharr, Texas 78577 TEL: 956-702-8880 FAX: 956-702-8883
17	HALFF ASSOCIATES, INC. Attn.: Lorena Corpus Attn. Courtney M. Wilson	Email	cVillarreal@Halff.com cwilson@halff.com MEG	01/20/15	5000 West Military, Suite 100 McAllen, TX 78503 TEL: 956-664-0286 FAX: 956-664-0282
18	SALINAS ENGINEERING & ASSC. Attn: David Omar Salinas	Email	Dsalinas.sea@sbcglobal.net MEG	01/20/15	2221 Daffodil Ave. McAllen, TX 78501 TEL: 956-682-9081 CELL: 956-648-8899
19	TEDSI Attn: Claudia. Garza	Email	cgarza@tedsi.com MEG	01/20/15	1201 E. Expressway 83 956-424-7898 956-424-7022 fax
20	RODS SURVEYING INC.	Email	dcantu@rods.cc MEG	01/20/15	5201 8 ½ Mile Line Road Edinburg, Tx 78541 956-583-8050
21	SDI ENGINEERING, LLC Attn: Israel Posadas, P.E.	Email	iposadas@sdi-engineering.com MEG	01/20/15	2327 W. Rhin Drive Edinburg, Tx 78539 956-607-9091 mbl 956-287-3697 fax
22	IMS Attn. Jenny Flanagan	Email	jflanagan@imsinfo.com MEG	01/20/15	945 Hornblend Street, Ste G San Diego, CA 92109 Direct-858-490-8823 Toll free: 888-467-3151
23	Barrera Land Surveying Attn. Joe Barrera	Email	Barreralandsurveying.joe@gmail.com MEG	01/20/15	7715 Mainland Dr. Suite 114 San Antonio, TX 78250 210-444-9025
24	Virkrey & Associates, Inc. Consulting	Email	mromero@vickreynet.com MEG	01/20/15	12940 County Parkway San Antonio, TX 78216 210-349-3271
25	LNV Solutions	Email	hgalloway@lnvinc.com MEG	01/20/15	8918 Tesoro Drive, Ste 401 San Antonio, TX 78217 210-822-2232
26	X8 Environmental INC Attn. Jacey Reid	Email	jreid@x8environmental.com MEG	01/20/15	806-939-0033x124 Fax: 866-899-7063
27	RIO DELTA SURVEYING Attn: Merelda Gonzalez	Email	Riodelta2004@yahoo.com mereldag@msn.com Mario@riodeltasurveying.com MEG	01/20/15	8207 Mateo Escobar Monte Alto, TX 78538 TEL: 956-380-5154 FAX:956-380-5156
28	Cardno TBE Pam Lowe CARDNO TBE	Email	pamela.lowe@cardno.com MEG	01/20/15	Phone (+1) 512-459-6300 Fax (+1) 512-520-2571 Address 2590 Oakmont Drive, Suite 410, Round Rock, TX 78665
29	LandTech Consultants, Inc Mindy Rueda Cathy Darche	Email	mrueda@LandTech-Inc.com MEG	01/20/15	Phone (713) 861-7068 Fax(713)861-4131 2525 North Loop West, Ste. 300, Houston, TX. 77008
30	Fulcrum Consulting Services	Email	lsalinas@fulcrum-cs.com MEG	01/20/15	P.O. Box 530540 Harlingen, Texas 78553 POC George Lazaro Phone: 956-797-3411 Fax: 956-797-3400

43	CDS Muery R. Michael Wood	Email	MEG	01/30/15	2290 W. Pike Blvd Suite 102 Weslaco, Texas 78596 (O) 956-854-4930 C- 210-827-8474 F 956-375-2053
44	Rio Delta Engineers Debbie Guerra	EMR	Sandy	01/30/15	921 So. 10th Edinburg, Tx. 78539 956-380-5152 Riodelta2004@yahoo.com
45	SAM Engineering jcalifa@samengineering-surveying.com	Email	Sandy	02/02/15	200 S. Cage Blvd. Pharr, Texas 78577 956-702-8280
46	Contech Engineered Solutions LLC Behdad Yazdeaniha byazdaniha@conteches.com	Email	Sandy	02/02/15	2201 West Royal Lane, Suite 260 | Irving, TX 75063 Off: 972-590-2000 Toll Free: 888-821-3032 Fax: 972-590-2039

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- REFERRAL POOL

DESCRIPTION OF RFQ: ***HIDALGO COUNTY -Professional Engineering Services- Construction Materials & Geotechnical Testing Pool"- "*** **RFQ NO: 2015-007-02-04-SMA**

RFQ ACCEPTANCE DATE: ***FEBRUARY 04, 2015*** | **RFQ ACCEPTANCE TIME: 9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: ***MARCH 16, 2015 through MARCH 15 , 2016***

	NAME OF COMPANY/FIRM	SECTION TO BE COMPLETED BY BUYER							
		Legal Notice page 9	Exhibit- C Ins.	Exhibit- D CIQ	Exhibit- E	Vendors application W-9 form	Debarment form	Good Standing	Licenses cert. date
1.	**Earth Co.**	√	√	√ w/receipt	√	√	√	√	√ **11-30-15**
2.	**Terracon Consulting & Eng.**	√	√	√ w/ receipt	√	√	√	√	**11-31-16**
3.	**PSI**	√	√	√ no receipt	√	√	√	√	√ **03/31/15**
4.	**MEG Engineers**	√	√	√ w/receipt	√	√	√	√	√ **06/30/15**
5.	**L & G Consultants Engineers**	√	√	√ w/ receipt	√	√	√	√	√ **12/31/15**
6.	**Raba Kistner**	√	√	√ w/ receipt	√	√	√	√	√ **12/31/16**

AI-53664

Purchasing Department 21. B. 1.

CC - REGULAR

Meeting Date: 03/07/2016

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. 8 (with an estimated cost of $3,952.13) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 Las Milpas Road(McColl to Jackson Rd)Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1345-431-00-122-125-0-721/841
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funding pending CO rollover as of 3/3/16. Amount available in 2015 is the following: 721- $143,777.36 841- $132,717.57.

Attachments

Work Auth #8

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/03/2016 03:39 PM
Budget & Management	Veronica Ortiz	03/03/2016 03:40 PM
Glinda Pacheco	Glinda Pacheco	03/03/2016 04:01 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Erika Zamora Started On: 03/03/2016 02:54 PM

Final Approval Date: 03/04/2016

March 3, 2016

Mr. Armando Garza, Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: On-Call Geotechnical, Construction Materials Testing and Inspection Services for "Road and Bridge, C.I.P. and Other Projects in General"
Work Authorization #8 – CMT for Las Milpas Road Rehabilitation Project (from McColl Rd to Jackson Rd)

Dear Mr. Garza,

Attached for your review and approval is Work Authorization #8 to the On-Call Geotechnical, Construction Materials Testing and Inspection Services for "Road and Bridge, C.I.P. and Other Projects in General" Contract with Hidalgo County Precinct No. 2. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. 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

Attachments: Work Authorization #8

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-125-04-14

WORK AUTHORIZATION NO. 8

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, 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 "engineering services" to provide Construction Materials Testing services for the Las Milpas Road Rehabilitation Project from McColl Road to Jackson Road.

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 $3,952.13. 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 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 8 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. 8.**

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 and effective as of _____ day of _____, 2016.

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

-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

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

PROJECT/DESCRIPTION: On-Call Geotechnical & Construction Materials Testing Services for "Road and Bridge, C.I.P. and Other Projects in General"

CMT for Las Milpas Road Rehab Project (from McColl Rd to Jackson Rd)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 ROUTE AND DESIGN STUDIES – N/A

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
		~~1. Soil Core Hole Drilling~~
___	___	~~a. Pavement (See Section 3, page 3-1 for requirements)~~
___	___	~~b. Retaining Walls (See Section 4, page 4-1 for requirements)~~
___	___	~~c. Miscellaneous Structures (See Section 4, page 4-1 for requirements)~~
___	___	~~d. Bridges (See Section 5, page 5-1 for requirements)~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 3 - ROADWAY DESIGN CONTROLS – N/A

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Pavement Design – Embankment and Subgrade Analysis
___	___	a. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined by Engineer during Preliminary Engineering)
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design (To be provided by others)
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to Client.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 4 - MISCELLANEOUS (ROADWAY) – N/A

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls and Embankments
___	___	a. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.
		(2) The soil core holes shall be obtained at locations provided by the Engineer along the embankment locations.
___	___	b. Stability Analysis
___	___	c. Estimate
___	___	d. Summary of Quantities
___	___	e. Typical X-section.
___	___	f. General Guidelines for Retaining Walls
		(1) The ground water level should be observed at the water strike.
		(2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the TxDOT Geotechnical Manual (2012).
		(3) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.
		2. Miscellaneous Structures
___	___	a. Foundation Studies (Show cost estimate with Function Code 110)
		The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		b. Foundation Analysis
		To be determined based on miscellaneous structure type and requirements.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 5 - BRIDGE DESIGN – N/A

(Function Code 170)

Services Provided By: ENGINEER	COUNTY	
~~___~~	~~___~~	~~1. Foundation Studies (Show cost estimate with Function Code 110)~~ ~~The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.~~
~~___~~	~~___~~	~~2. Foundation Analysis~~ ~~Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 6 - CONSTRUCTION PHASE SERVICES

(Function Code 320)

Services Provided By: ENGINEER	COUNTY	
No	No	**CONSTRUCTION INSPECTION SERVICES:**

~~The ENGINEER will provide engineering and support services (Inspection & Observation) during the construction of the Project or portions of the Project approved by the COUNTY.~~

Yes	No	**CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 7 - ADDITIONAL RESONSIBILITIES

Document and Information Exchange

Geotechnical Reports, Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives or CD/DVD medium. Each flash drive or CD/DVD shall have a file titled Table of Contents (as applicable). The Table of Contents shall indicate the locations of files within the directory structure of the documentation (as applicable).

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
Geotechnical	Mercedes Office
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the ENGINEER in providing Geotechnical Laboratory services, Construction Materials Testing Services, and Construction Inspection Services:

A. Preliminary Phase: N/A

~~1) Attend preliminary conferences with the COUNTY and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.~~
~~2) Provide for the necessary geotechnical investigation and testing necessary to develop design.~~
~~3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.~~
~~4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.~~

B. Design Phase: N/A

~~1) Attend the COUNTY'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.~~
~~2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.~~
~~3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.~~
~~4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.~~
~~5) Furnish the COUNTY all necessary reports for preliminary design, design, and construction and maintenance projects.~~

C. Construction/Maintenance Phase:

1) Attend the COUNTY'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the COUNTY during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the COUNTY and/or project design Laboratory.
5) Furnish the COUNTY all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the COUNTY on construction and maintenance projects.

D. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with COUNTY specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and Geotechnical/CMT reports prepared under this Agreement shall become the property of the COUNTY upon completion of the work and payment in full of all monies due to the ENGINEER.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the COUNTY within a reasonable time.

EXHIBIT "C"
PROJECT SCHEDULE
WA #8 - CMT for Las Milpas Rd Rehab Project (from McColl Rd to Jackson Rd)

Function Code 320 ~ Construction Phase Services (CMT)

	2016											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
Construction Material Testing (CMT)												

EXHIBIT D

Las Milpas Rd Rehab Project (McColl Rd to Jackson Rd) (0.5 miles x 20' width)

Prepared For Hidalgo County Pct. No. 2

Soil Testing - Field and Laboratory					
Technican Time (Soil)	8	Hours	$54.54		$436.32
Mileage	60	Miles	$0.55		$33.00
Moisture Content	3	Each	$10.55		$31.65
Atterberg Limits (LL, PL, PI)	3	Each	$79.66		$238.98
Particle Size Analysis (Gradation)	3	Each	$95.76		$287.28
Standard Proctor	1	Each	$205.82		$205.82
Field Density Test (Nuclear)	6	Each	$23.91		$143.46
Engineer Lab Manager	2	Hours	$109.08		$218.16
Project Engineer	2	Hours	$137.96		$275.92
Admin/Clerical	1	Hours	$64.17		$64.17
Reports	5	Each	$23.59		$117.95
				Sub.	**$2,052.71**

Asphalt Testing - Field and Laboratory					
Technican Time (Asphalt)	8	Hours	$54.54		$436.32
Mileage	60	Miles	$0.55		$33.00
Asphalt Rolling Pattern	3	Each	$39.86		$119.58
Ext-Sieve Analysis AC Content	1	Each	$232.48		$232.48
Maximum Theoretical SPG	1	Each	$90.00		$90.00
Lab Molded Density	1	Each	$80.00		$80.00
Field Coring - ACP Thickness	2	Each	$66.47		$132.94
Lab Density of Asphaltic Cores	2	Each	$73.04		$146.08
Engineer Lab Manager	2	Hours	$109.08		$218.16
Project Engineer	2	Hours	$137.96		$275.92
Admin/Clerical	1	Hours	$64.17		$64.17
Reports	3	Each	$23.59		$70.77
				Sub.	**$1,899.42**

Total Estimated Material Testing Fees $3,952.13

AI-53662

Purchasing Department 21. B. 2.

CC - REGULAR

Meeting Date: 03/07/2016

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. 9 (with an estimated cost of $5,206.03) as submitted by L&G Engineering, Contract No. C-15-125-04-14, to provide Construction Material Testing Services for the Pct. 2 San Antonio (Moore-Sam Houston) Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1200-431-00-122-128-0-841
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funding available $2,257.52 as of 3/3/16. Additional funds will come from the PO cancellation for PO#739438 submitted to the Purchasing Dept 3/3/16 in the amount of $10,666.03.

Attachments

Work Auth #9

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/03/2016 03:39 PM
Budget & Management	Veronica Ortiz	03/03/2016 03:40 PM
Glinda Pacheco	Glinda Pacheco	03/03/2016 03:59 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Erika Zamora Started On: 03/03/2016 02:47 PM

Final Approval Date: 03/04/2016

March 3, 2016

Mr. Armando Garza, Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: On-Call Geotechnical, Construction Materials Testing and Inspection Services for "Road and Bridge, C.I.P. and Other Projects in General"
Work Authorization #9 – CMT for San Antonio Avenue Rehabilitation Project (from Moore Dr to Sam Houston Blvd)

Dear Mr. Garza,

Attached for your review and approval is Work Authorization #9 to the On-Call Geotechnical, Construction Materials Testing and Inspection Services for "Road and Bridge, C.I.P. and Other Projects in General" Contract with Hidalgo County Precinct No. 2. This submittal is made to you in duplicate form for your further coordination with Commissioner Cantu.

We appreciate the opportunity to provide our professional services and look forward to working with you. 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

Attachments: Work Authorization #9

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-15-125-04-14

WORK AUTHORIZATION NO. 9

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, 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 "engineering services" to provide Construction Materials Testing services for the San Antonio Avenue Rehabilitation Project from Moore Drive to Sam Houston Blvd.

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 $5,206.03. 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 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 9 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. 9.**

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 and effective as of _____ day of _____, 2016.

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

-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

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

PROJECT/DESCRIPTION: On-Call Geotechnical & Construction Materials Testing Services for "Road and Bridge, C.I.P. and Other Projects in General"

CMT for San Antonio Ave Rehab Project (from Moore Dr to Sam Houston Blvd)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean Hidalgo County.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 2 ROUTE AND DESIGN STUDIES – N/A

(Function Code 110)

Services Provided By: ENGINEER	COUNTY	
		~~1. Soil Core Hole Drilling~~
___	___	~~a. Pavement (See Section 3, page 3-1 for requirements)~~
___	___	~~b. Retaining Walls (See Section 4, page 4-1 for requirements)~~
___	___	~~c. Miscellaneous Structures (See Section 4, page 4-1 for requirements)~~
___	___	~~d. Bridges (See Section 5, page 5-1 for requirements)~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 3 - ROADWAY DESIGN CONTROLS – N/A

(Function Code 160)

Services Provided By: ENGINEER	COUNTY	
		1. Pavement Design – Embankment and Subgrade Analysis
___	___	a. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined by Engineer during Preliminary Engineering)
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design (To be provided by others)
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to Client.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 4 - MISCELLANEOUS (ROADWAY) – N/A

(Function Code 163)

Services Provided By: ENGINEER	COUNTY	
		1. Retaining Walls and Embankments
___	___	a. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet or more below the footing elevation.
		(2) The soil core holes shall be obtained at locations provided by the Engineer along the embankment locations.
___	___	b. Stability Analysis
___	___	c. Estimate
___	___	d. Summary of Quantities
___	___	e. Typical X-section.
___	___	f. General Guidelines for Retaining Walls
		(1) The ground water level should be observed at the water strike.
		(2) Soil core hole data shall be shown on boring logs & layouts as illustrated in the TxDOT Geotechnical Manual (2012).
		(3) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.
		2. Miscellaneous Structures
___	___	a. Foundation Studies (Show cost estimate with Function Code 110)
		The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		b. Foundation Analysis
		To be determined based on miscellaneous structure type and requirements.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 5 - BRIDGE DESIGN – N/A

(Function Code 170)

Services Provided By: ENGINEER	COUNTY	
~~___~~	~~___~~	~~1. Foundation Studies (Show cost estimate with Function Code 110)~~ ~~The minimum number of soil core holes shall be obtained in accordance with TxDOT Geotechnical Manual (2012). Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.~~
~~___~~	~~___~~	~~2. Foundation Analysis~~ ~~Shall include analyses of bridge foundation options (drilled shafts, piling, etc.) and for water crossings shall include recommendations for scour predictions.~~

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 6 - CONSTRUCTION PHASE SERVICES

(Function Code 320)

Services Provided By: ENGINEER	COUNTY	
No	No	**CONSTRUCTION INSPECTION SERVICES:**

~~The ENGINEER will provide engineering and support services (Inspection & Observation) during the construction of the Project or portions of the Project approved by the COUNTY.~~

Yes	No	**CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (08/10). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT B

Scope of Services to be provided by the Engineer

SECTION 7 - ADDITIONAL RESONSIBILITIES

Document and Information Exchange

Geotechnical Reports, Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives or CD/DVD medium. Each flash drive or CD/DVD shall have a file titled Table of Contents (as applicable). The Table of Contents shall indicate the locations of files within the directory structure of the documentation (as applicable).

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

CMT Reports and Inspection documentation shall be provided in PDF format.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
Geotechnical	Mercedes Office
CMT	Mercedes Office
Inspection	Mission Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

EXHIBIT B

Scope of Services to be provided by the Engineer

APPENDIX A – GENERAL SERVICES OUTLINE

The following is a general outline of the services to be provided by the ENGINEER in providing Geotechnical Laboratory services, Construction Materials Testing Services, and Construction Inspection Services:

A. Preliminary Phase: N/A

~~1) Attend preliminary conferences with the COUNTY and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.~~
~~2) Provide for the necessary geotechnical investigation and testing necessary to develop design.~~
~~3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.~~
~~4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.~~

B. Design Phase: N/A

~~1) Attend the COUNTY'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.~~
~~2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.~~
~~3) Provide assistance to the COUNTY in providing material requirements and specifications for design, construction and maintenance projects.~~
~~4) Provide assistance to the COUNTY in providing pavement design and/or rehabilitation recommendations for the design, construction and maintenance projects.~~
~~5) Furnish the COUNTY all necessary reports for preliminary design, design, and construction and maintenance projects.~~

C. Construction/Maintenance Phase:

1) Attend the COUNTY'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the COUNTY during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the COUNTY and/or project design Laboratory.
5) Furnish the COUNTY all necessary reports for construction and maintenance projects.
6) Provide construction inspection and observation services as requested by the COUNTY on construction and maintenance projects.

D. Miscellaneous/Other:

1) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with COUNTY specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
2) The plans, specifications, and Geotechnical/CMT reports prepared under this Agreement shall become the property of the COUNTY upon completion of the work and payment in full of all monies due to the ENGINEER.
3) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the COUNTY within a reasonable time.

EXHIBIT "C"
PROJECT SCHEDULE
WA #9 - CMT for San Antonio Ave Rehab Project (from Moore Dr to Sam Houston Blvd)

Function Code 320 ~ Construction Phase Services (CMT)

	2016											
TASK AND DESCRIPTION	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
Construction Material Testing (CMT)												

EXHIBIT D

San Antonio Ave Rehab Proj. (Moore Dr to Sam Houston Blvd) (1.0 miles x 24' width)

Prepared For Hidalgo County Pct. No. 2

Soil Testing - Field and Laboratory						
Technican Time (Soil)	8	Hours	$54.54		$436.32	From Moore to Ridge Rd
Mileage	60	Miles	$0.55		$33.00	only (0.5 Miles)
Moisture Content	3	Each	$10.55		$31.65	
Atterberg Limits (LL, PL, PI)	3	Each	$79.66		$238.98	
Particle Size Analysis (Gradation)	3	Each	$95.76		$287.28	
Standard Proctor	1	Each	$205.82		$205.82	
Field Density Test (Nuclear)	6	Each	$23.91		$143.46	
Engineer Lab Manager	2	Hours	$109.08		$218.16	
Project Engineer	2	Hours	$137.96		$275.92	
Admin/Clerical	1	Hours	$64.17		$64.17	
Reports	5	Each	$23.59		$117.95	
				Sub.	**$2,052.71**	

Asphalt Testing - Field and Laboratory						
Technican Time (Asphalt)	12	Hours	$54.54		$654.48	All Project Limits
Mileage	90	Miles	$0.55		$49.50	
Asphalt Rolling Pattern	6	Each	$39.86		$239.16	
Ext-Sieve Analysis AC Content	2	Each	$232.48		$464.96	
Maximum Theoretical SPG	2	Each	$90.00		$180.00	
Lab Molded Density	2	Each	$80.00		$160.00	
Field Coring - ACP Thickness	4	Each	$66.47		$265.88	
Lab Density of Asphaltic Cores	4	Each	$73.04		$292.16	
Engineer Lab Manager	4	Hours	$109.08		$436.32	
Project Engineer	2	Hours	$137.96		$275.92	
Admin/Clerical	1	Hours	$64.17		$64.17	
Reports	3	Each	$23.59		$70.77	
				Sub.	**$3,153.32**	

Total Estimated Material Testing Fees $5,206.03

AI-53654

Purchasing Department 21. B. 3.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

a. Acceptance and approval to execute the final form of a Professional Engineering Agreement with L&G Consulting Engineers, Inc., for "Pct 2 Boys & Girls Club Facility Project " as approved for negotiations on CC 2/23/16 and subject to compliance with HB23 and HB1295 [if and when applicable], and legal review for the design and construction management and inspection of the project;

b. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $54,055.56) as submitted by project engineer, L&G Consulting Engineers, Inc., for Prof. Engineering Services for the "Pct 2 Boys & Girls Club Facility Project" through Contract No. C-16-131-03-07.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1345-451-22-122-118-0-730
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funding pending approval of AI#53659 CC 3/7/16.

Attachments

Agenda Minutes for Selections of L&G Consulting Eng for this project

HB1295 Request Letter to L&G

1295

LEGAL

WA1

CONTRACT

HB FORM

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	03/03/2016 05:03 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Erika Zamora Started On: 03/03/2016 01:31 PM

Final Approval Date: 03/04/2016

1. AI-53358 Acceptance and approval of the following listed construction contract documents as awarded by Commissioners' Court on February 03, 2016 (AI#53203) and as reviewed and approved by Legal Counsel for:

	PROJECT NAME	**CONTRACT No.**	AWARDED CONTRACTOR:	AMOUNT:
1)	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)"	**C-16-027-02-03**	Texas Cordia Construction, LLC	$628,528.50
2)	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"	**C-16-028-02-03**	M. J. A. Construction, LLC	$155,897.80

Ms. Salazar emphasized that these two are subject to compliant with HB 1295.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. **Pct. 2**

1. AI-53488 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Hidalgo County Precinct No. 2 "Boy & Girls Club Facility Project".

	L & G Consulting Engineers, Inc.	S & B Infrastructure, LTD	Hinojosa Engineering, Inc.
SCORE	96	92	94
RANKING	1	3	2

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm of *L & G Consulting Engineers, Inc.* for professional engineering services for Hidalgo County Precinct No. 2 "Boys & Girls Club Facility Project".

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: 5 - 0 - Unanimously

D. **Pct. 3**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 3, 2016

L&G Consulting Engineers, Inc.
Firm Name

Mr. Jacinto Garza, P.E., CEO/President
Attn:

2100 W. Expressway 83
Address

Mercedes, TX 78570
City/State / Zip Code

Re: **C-16-131-03-07 –Hidalgo County Precinct No. 2- "Engineering Services for Boys & Girls Club Facility Project"**

Dear Mr. Garza:

In order to process the above referenced Contract, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced contract, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the following contract number: **C-16-131-03-07**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court on March 07, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: moises.salazar@co.hidalgo.tx.us on or before 3:00 PM Friday, March 4th, 2016. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-21709

Date Filed:
03/04/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&G Consulting Engineers INC
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-16-131-03-07
Hidalgo County Pct#2 - Engineering Services for Boys & Girls Club Facility Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARISELA G. MARIN
Notary Public, State of Texas
My Commission Expires
May 06, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jacinto Garza, this the 4 day of March, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Marisela G Marin	MARISELA G MARIN	Sec / Treas.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 3, 2016

L&G Consulting Engineers, Inc.
Firm Name

Mr. Jacinto Garza, P.E., CEO/President
Attn:

2100 W. Expressway 83
Address

Mercedes, TX 78570
City/State / Zip Code

Re: **C-16-131-03-07 –Hidalgo County Precinct No. 2- "Engineering Services for Boys & Girls Club Facility Project"**

Dear Mr. Garza:

In order to process the above referenced Contract, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced contract, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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In order to maintain the schedule for presentation to Commissioners Court on March 07, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: moises.salazar@co.hidalgo.tx.us on or before 3:00 PM Friday, March 4th, 2016. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss
Enclosures

Zimbra **erika.zamora@co.hidalgo.tx.us**

RE: Pct 2 Boys & Girls Club Facility Project - Engineering Contract

From : Debra L. Goetz <dgr@atlashall.com> Fri, Mar 04, 2016 11:50 AM

Subject : RE: Pct 2 Boys & Girls Club Facility Project - Engineering Contract 1 attachment

To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

Cc : 'Eduardo Cantu' <eduardo.cantu@co.hidalgo.tx.us>, 'Armando Garza' <armando.garzajr@co.hidalgo.tx.us>, 'Steve Crain' <scrain@atlashall.com>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>

Erika,

The revised pages took care of those two points.

We do not have additional comments beyond what we already discussed in terms of how this contract would work and the contract not providing the same level of protection as is in the longer form agreements typically used by the county for similar services from architects.

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



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From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Friday, March 04, 2016 11:36 AM
To: Debra L. Goetz
Cc: Eduardo Cantu; Armando Garza; Steve Crain; Martha Salazar
Subject: Re: Pct 2 Boys & Girls Club Facility Project - Engineering Contract

Good morning Debra,

As discussed, attached please find Exhibit A revised to reflect Articles 5 & 6, and the signature page revised to reflect Commissioners' Court Approval Date:. These attachments address items 3 & 4.

All other items will be addressed through Work Authorizations.

Please let me know if you have any other concerns.

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
P2
PRECINCT 2
COMMISSIONER
EDUARDO "EDDIE" CANTU

From: "Debra L. Goetz" <dgr@atlashall.com>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Cc: "Eduardo Cantu" <eduardo.cantu@co.hidalgo.tx.us>, "Armando Garza" <armando.garzajr@co.hidalgo.tx.us>, "Steve Crain" <scrain@atlashall.com>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, March 4, 2016 10:19:22 AM
Subject: RE: Pct 2 Boys & Girls Club Facility Project - Engineering Contract

Erika,

We took a quick look at the contract that was sent over yesterday evening, and wanted to bring the following to your attention:

1. Most of the actual deal terms (actual cost to the county, budget, timing, etc.) are not included in the contract and would need to be added through "Work Authorizations" or supplemental agreements, which means they are not set at this point. (Hourly rates are included in an exhibit.)
2. There is not a description of the actual project (only a reference to "Boys & Girls Club Facility Project").
3. On Exhibit A, in paragraph number 2), it appears there may be an incorrect reference. Articles 5 and 6 are the payment provisions, not Article 3.
4. There are typos that ought to be cleaned up (including on the signature page a reference to "Approved on Commissioners' Court"
5. Generally speaking, this form is more basic and provides less detail than the county usually has with architect's contracts – for example, specifications as to scheduling information that is to be provided.

Please let us know if you have any questions, or if we may be of further assistance.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@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: Thursday, March 03, 2016 5:07 PM
To: Steve Crain
Cc: Debra L. Goetz; Eduardo Cantu; Armando Garza
Subject: Pct 2 Boys & Girls Club Facility Project - Engineering Contract

Steve,

As discussed, attached please find the draft engineering contract for the Pct 2 Boys & Girls Club Facility Project.

Commissioner has requested that AI#53654 be on the 3/7/16 agenda for approval of the Engineering Contract as well as Work Authorization No. 1.

Please review the attached contract and let me know if you approve.

Should you have any questions please let me know.

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 P2 PRECINCT 2
COMMISSIONER
EDUARDO "EDDIE" CANTU

Atlas Hall Rodriguez

image001.jpg
5 KB

HIDALGO COUNTY
Professional Engineering Services
Contract # C-16-131-03-07
Work Authorization Form

WORK AUTHORIZATION NO. 1

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 design, construction management and inspection services for the Boys and Girls Club Facility Project for Hidalgo County Precinct No. 2

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 **$54,055.56.** 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.1 shall be funded through funding source:
Account No**. _____**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County Precinct No. 2,** Commissioner **Eduardo "Eddie" Cantu** as to content and detail of this **Work Authorization No. 1**.

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
Location Map
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"
SCOPE OF 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 "**Boys & Girls Club Facility Project"** for **Hidalgo County Precinct No. 2** 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 Articles 5 and 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 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 ENGINEER

SECTION 1 SCOPE OF ENGINEER'S BASIC SERVICES

1.1 The Engineer's Basic Services consist of those described in Section 1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Section 1 are Additional Services.

1.1.1 The Engineer shall manage the Engineer's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

1.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services.

1.1.4 The Engineer shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Engineer shall take all reasonable steps necessary to comply with the terms and conditions set forth in this Agreement.

1.1.5 The Engineer shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

1.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.1.7 In addition to the responsibilities and basic services indentified in this Section, the following services shall be the responsibility of the Engineer:

- Programming (in coordination with Owner);
- On-Site Project Representation;
- Record Drawings Review (in coordination with Contractor);
- Structural Design and MEP Design

1.2 DESIGN DEVELOPMENT SERVICES

1.2.1 Based on the Owner's approval of any project preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

1.2.2 The Engineer shall develop an estimate of the Cost of the Work.

1.2.3 The Engineer shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 1.6.4.

1.3.2 The Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.3.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

1.3.4 The Engineer shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

1.3.5 The Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.4 BIDDING OR NEGOTIATION PHASE SERVICES

1.4.1 GENERAL

Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

1.4.2 COMPETITIVE BIDDING

1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

1.4.2.2 The Engineer shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

1.4.2.3 The Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

1.4.3 NEGOTIATED PROPOSALS

1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

1.4.3.2 The Engineer shall assist the Owner in obtaining proposals by;

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. If requested by the Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

1.4.3.3 The Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

1.5 CONSTRUCTION PHASE SERVICES

1.5.1 GENERAL

1.5.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below.

1.5.1.2 The Engineer shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Engineer may furnish engineering services and consultations necessary to correct minor construction defects encountered during such correction period. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

1.5.1.3 The Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the Contract for Construction.

1.5.2 EVALUATIONS OF THE WORK

1.5.2.1 The Engineer, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Engineer shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

1.5.2.1.1 The Engineer will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Engineer. Said meetings will begin at the time of Construction commencement and shall cease after substantial

completion of the Work.

1.5.2.2 The Engineer has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Engineer shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

1.5.2.3 The Engineer shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contactor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

1.5.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

1.5.2.5 The Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

1.5.2.6 The Engineer and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

1.5.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

1.5.3.1 The Engineer shall review and certify the amounts due to the Contractor and shall advise the Owner of payment requests. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 1.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contact Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

1.5.3.2 The Engineer shall maintain a record of the Contractor's Applications for Payment.

1.5.4 SUBMITTALS

1.5.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review.

1.5.4.2 In accordance with the Engineer-approved submittal schedule, the Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

Documents. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contactor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

1.5.4.4 The Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

1.5.4.5 The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

1.5.5CHANGES IN THE WORK

1.5.5.1 The Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents, with Owner’s approval. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

1.5.5.2 The Engineer shall maintain records relative to changes in the Work,

1.5.5.3 The Engineer shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

1.5.5.4 If the Engineer determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Engineer. With the Owner's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

1.5.6 PROJECT COMPLETION

1.5.6.1 The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment (advise to Owner) based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

1.5.6.2 The Engineer's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

1.5.6.3 When the Work is found to be substantially complete, the Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

1.5.6.4 The Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

EXHIBIT C
ESTIMATED PROJECT SCHEDULE
Boys Girls Club Facility - San Juan

TASK AND DESCRIPTION	FIRM	2016												2017											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Boys & Girls Club Facility																									
Design Phase																									
Complete Design Tasks (Coord Struc. & MEP)	L&G/MAS																								
Construction Phase (Bid, Manage, Insp.)																									
Construction Bidding Phase (Project Letting)	L&G																								
Construction Manage/Inspect (TBD ~ Estimated 8 Months)	L&G																								

EXHIBIT D-1
FEE PROPOSAL

Hidalgo County Pct 2 Boys & Girls Club Facility Project
Work Authorization #1

		MANHOURS						
		Senior Project Manager	Senior Engineer	Project Engineer	Senior Engineering Technician	Admin / Clerical	L&G TOTAL HOURS	Total Line Item Cost
	CONTRACT RATE (FY 2015)	**$ 211.40**	**$ 175.16**	**$ 129.86**	**$ 96.64**	**$ 60.40**		
WA #1 - Pct 2 Boys & Girls Club Facility Project								
1	Coordination and Management of SUB for Completion of Foundation Plans and M.E.P.'s (Review)	2	2	2			6	$ 1,032.84
1a	SUB: MAS Engineering ~ Foundation Plans and M.E.P.'s	(See Fee Proposal Breakdown on Exhibit D-2)						$ 5,500.00
2	Construction Management (Bidding Assistance, Contract Admin, etc.)	8	18	18		6	50	$ 7,543.96
3	Construction Inspection	40	62	82			184	$ 29,964.44
4	Meetings and Coordination on Project Development Activities	10	20	32		4	66	$ 10,014.32
	Subtotal Hours	**60**	**102**	**134**	**0**	**10**	**306**	**$ 54,055.56**

Project Team Cost Proposals - Sub Consultants — **Cost Proposal**

MAS Engineering, LLC — $5,500.00 (See detailed break-down of fee on Exhibit D-2 attached)

Total Work Authorization Cost:	**$ 54,055.56**

MAS ENGINEERING LLC
TBPE Firm No. 15499

EXHIBIT D-2

January 28, 2016

Re: New Boys & Girls Club in San Juan, Texas

To L&G,

Please accept our proposal to provide the engineering and drafting services necessary to complete the above-mentioned project. The services we propose to provide will include the following:

1. Complete Set of Structural Plans
2. Complete Set of M.E.P.'s
    a. Mechanical Plans
    b. Electrical Plans
    c. Plumbing Plans

Our proposed fee for the work described above Grand Total would be $5,500. This proposal was prepared based on the preliminary information you provided to myself. The Grant Total was calculated using the following formula:

44 Total Hours x $125/Professional Engineer Hourly Rate	$	5,500.00

***NOTE: The Proposal doesn't include any Application Fees that may be charged by the City of San Juan, and/or any other entity in regards to submittals or process.**

We can commence the work immediately upon receiving a signed copy of this proposal and the down payment. I am available to discuss this proposal at your convenience. Please call me at (956) 537-1311 if you have any questions.

Sincerely,

m a. Al

Mario A. Salinas, P.E.

If this proposal is acceptable please sign below and mail original to 4037 W. Expressway 83, Suite 150, McAllen, Texas 78501.

4037 West Expressway 83 Suite 150
McAllen, Texas 78501
E-Mail: msalinas6973@att.net
Phone: (956) 537-1311

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-16-131-03-07

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting 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 the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the design, construction management and inspection of the "**Boys & Girls Club Facility Project"** for **Hidalgo County Precinct No. 2** hereinafter referred to as the **"Project".**

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**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate on March 7, 2021 or upon completion of project (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 **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days

verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

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

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment

of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount 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 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached

hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval

thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the

Work Authorization. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r 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. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors,

executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the

public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such

inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the 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, judgement 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 **Enginee**r 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 **Enginee**r 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 **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the

Engineer or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars

(**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders

and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.**
100 E. Cano, 2nd Floor	**2100 West Expressway 83**
Edinburg, Texas 78539	**Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on

the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2016.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Commissioners' Court Approval Date:

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
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 –Contract Rates
EXHIBIT E –Work Authorization Form
EXHIBIT F –Supplemental Agreement Form
EXHIBIT G –Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"
SCOPE OF 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 "**Boys & Girls Club Facility Project"** for **Hidalgo County Precinct No. 2** 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 Articles 5 and 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 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 ENGINEER

SECTION 1 SCOPE OF ENGINEER'S BASIC SERVICES

1.1 The Engineer's Basic Services consist of those described in Section 1 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Section 1 are Additional Services.

1.1.1 The Engineer shall manage the Engineer's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

1.1.2 The Engineer shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Engineer shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission or inconsistency in such services or information.

1.1.3 As soon as practicable after the date of this Agreement, the Engineer shall submit for the Owner's approval a schedule for the performance of the Engineer's services.

1.1.4 The Engineer shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Engineer shall take all reasonable steps necessary to comply with the terms and conditions set forth in this Agreement.

1.1.5 The Engineer shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Engineer shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

1.1.6 The Engineer shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.1.7 In addition to the responsibilities and basic services indentified in this Section, the following services shall be the responsibility of the Engineer:

- Programming (in coordination with Owner);
- On-Site Project Representation;
- Record Drawings Review (in coordination with Contractor);
- Structural Design and MEP Design

1.2 DESIGN DEVELOPMENT SERVICES

1.2.1 Based on the Owner's approval of any project preliminary Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

1.2.2 The Engineer shall develop an estimate of the Cost of the Work.

1.2.3 The Engineer shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Engineer shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Engineer acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Engineer shall review in accordance with Section 1.6.4.

1.3.2 The Engineer shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.3.3 During the development of the Construction Documents, the Engineer shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Engineer shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

1.3.4 The Engineer shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

1.3.5 The Engineer shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

1.4 BIDDING OR NEGOTIATION PHASE SERVICES

1.4.1 GENERAL

Following the Owner's approval of the Construction Documents, the Engineer shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

1.4.2 COMPETITIVE BIDDING

1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

1.4.2.2 The Engineer shall assist the Owner in bidding the Project by

1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;
2. distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
3. organizing and conducting a pre-bid conference for prospective bidders;
4. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
5. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

1.4.2.3 The Engineer shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

1.4.3 NEGOTIATED PROPOSALS

1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

1.4.3.2 The Engineer shall assist the Owner in obtaining proposals by;

1. procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors; and
3. If requested by the Owner, participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

1.4.3.3 The Engineer shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

1.5 CONSTRUCTION PHASE SERVICES

1.5.1 GENERAL

1.5.1.1 The Engineer shall provide administration of the Contract between the Owner and the Contractor as set forth below.

1.5.1.2 The Engineer shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Engineer may furnish engineering services and consultations necessary to correct minor construction defects encountered during such correction period. The Engineer shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Engineer shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Engineer be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

1.5.1.3 The Engineer's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the Contract for Construction.

1.5.2 EVALUATIONS OF THE WORK

1.5.2.1 The Engineer, as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Engineer shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Engineer shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer shall be responsible for the Engineer's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

1.5.2.1.1 The Engineer will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Engineer. Said meetings will begin at the time of Construction commencement and shall cease after substantial

completion of the Work.

1.5.2.2 The Engineer has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Engineer shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

1.5.2.3 The Engineer shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contactor. The Engineer's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

1.5.2.4 Interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer shall endeavor to secure faithful performance by both Owner and Contractor. The Engineer's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

1.5.2.5 The Engineer shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

1.5.2.6 The Engineer and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

1.5.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

1.5.3.1 The Engineer shall review and certify the amounts due to the Contractor and shall advise the Owner of payment requests. The Engineer's certification for payment shall constitute a representation to the Owner, based on the Engineer's evaluation of the Work as provided in Section 1.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contact Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Engineer.

1.5.3.2 The Engineer shall maintain a record of the Contractor's Applications for Payment.

1.5.4 SUBMITTALS

1.5.4.1 The Engineer shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review.

1.5.4.2 In accordance with the Engineer-approved submittal schedule, the Engineer shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract

Documents. The Engineer's action shall be taken with such reasonable promptness as to cause minimal to no delay in the Work or in the activities of the Owner, Contactor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Engineer shall specify the appropriate performance and design criteria that such services must satisfy. The Engineer shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Engineer. The Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

1.5.4.4 The Engineer shall review and respond to requests for information about the Contract Documents. The Engineer shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Engineer's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Engineer shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

1.5.4.5 The Engineer shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

1.5.5CHANGES IN THE WORK

1.5.5.1 The Engineer shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Engineer may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents, with Owner’s approval. If necessary, the Engineer shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

1.5.5.2 The Engineer shall maintain records relative to changes in the Work,

1.5.5.3 The Engineer shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Engineer to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Engineer determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Engineer may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

1.5.5.4 If the Engineer determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Engineer shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Engineer. With the Owner's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY ENGINEER

1.5.6 PROJECT COMPLETION

1.5.6.1 The Engineer shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment (advise to Owner) based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

1.5.6.2 The Engineer's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

1.5.6.3 When the Work is found to be substantially complete, the Engineer shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

1.5.6.4 The Engineer shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

EXHIBIT "C"
WORK SCHEDULE

The Work Schedule will be specific to each Work Authorization completed under the Contract for this **Project**. The **Engineer** will provide a Work Schedule as an attachment/exhibit to each Work Authorization. Work will need to be completed in accordance with Article 3 and 4 of this Contract (Article 3 – Period of Service, Article 4 – Progress and Coordination).

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15
Principal	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98
Engineer (III) - Project Engineer	$ 43.00	$ 129.86
Engineering Lab Manager	$ 34.00	$ 102.68
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60
Project Inspector (V)	$ 28.00	$ 84.56
Record Keeper	$ 27.00	$ 81.54
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52
Project Inspector (I)	$ 22.00	$ 66.44
CADD Operator / GIS Analyst	$ 22.00	$ 66.44
Admin/Clerical	$ 20.00	$ 60.40
Soil & AggregateTechnician	$ 17.00	$ 51.34
Concrete Technician	$ 17.00	$ 51.34
Asphalt Technician	$ 17.00	$ 51.34
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	Contract Rates include labor, overhead, and profit.	
Other Direct Expenses:	**Cost:**	
Lodging	$85/night	
Meals	$36/day	
Mileage	$0.56/mile	
Car Rental	$75.00/day	
8 1/2" X 11" copies	$1.00/sheet	
11" X 17" copies	$1.50/sheet	
11" X 17" Mylar	$2.00/sheet	
Overnight Mail - Letter Size	$15.00/Each	
Overnight Mail - Oversized Box	$38.00/Each	

JG Approved 7/15/2015

EXHIBIT "D"
CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.56/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.

EXHIBIT "D"
CONTRACT RATES

***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~
Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness,
Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index — $498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

EXHIBIT "D"
CONTRACT RATES

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report.....$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage..... .56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

MAS ENGINEERING LLC
TBPE Firm No. 15499

EXHIBIT D-1

January 28, 2016

Re: New Boys & Girls Club in San Juan, Texas

To L&G,

Please accept our proposal to provide the engineering and drafting services necessary to complete the above-mentioned project. The services we propose to provide will include the following:

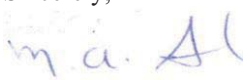
1. Complete Set of Structural Plans
2. Complete Set of M.E.P.'s
    a. Mechanical Plans
    b. Electrical Plans
    c. Plumbing Plans

Based on the preliminary plans and information that was provided to us regarding the above referenced project, our hourly rate would be $125. The Hourly Rate will be include but not limited to the following: Professional Engineer Design, drafting Services, review and corrections or plans and lastly a final set of plans Signed & Sealed by Professional Engineer.

$125/Professional Engineer Hourly Rate x Number of Hours to complete the project = Grand Total

We can commence the work immediately upon receiving a signed copy of this proposal and the down payment. I am available to discuss this proposal at your convenience. Please call me at (956) 537-1311 if you have any questions.

Sincerely,



Mario A. Salinas, P.E.

If this proposal is acceptable please sign below and mail original to 4037 W. Expressway 83, Suite 150, McAllen, Texas 78501.

4037 West Expressway 83 Suite 150
McAllen, Texas 78501
E-Mail: msalinas6973@att.net
Phone: (956) 537-1311

Exhibit "E"
Sample Work Authorization Form

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. _____

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 _____ _____.

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" 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.__ 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.

SAMPLE

Exhibit "E"
Sample Work Authorization Form

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 _____,** Commissioner _____ as to content and detail of this **Work Authorization No. _____**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:	**THE OWNER:**
L&G ENGINEERING	**HIDALGO COUNTY**
_____	_____
By: Jacinto Garza, P.E.	**By: Ramon Garcia,**
President	**County Judge**

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS
Location Map
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

SAMPLE

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 "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2013 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.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

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 _____, 2016.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2015

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	20508
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER B : Continental Casualty Insurance Co.	20443
	INSURER C : Gemini Insurance Co.	10833
	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: POLICY X PRO-JECT LOC			5095025836	07/19/2015	07/19/2016	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
	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)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	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		6016425631	07/23/2015	07/23/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-01	07/19/2015	07/19/2016	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

HIdalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

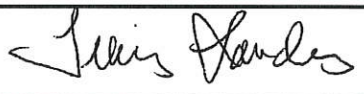
CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE  <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2015

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
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: FARMERS INSURANCE EXCHANGE	21652
INSURER C: MID CENTURY INSURANCE COMPANY	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

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	
	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:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-21709

Date Filed:
03/04/2016

Date Acknowledged:
03/04/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&G Consulting Engineers INC
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-16-131-03-07
Hidalgo County Pct#2 - Engineering Services for Boys & Girls Club Facility Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

L&G Consulting Engineers INC
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-16-131-03-07
Hidalgo County Pct#2 - Engineering Services for Boys & Girls Club Facility Project

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARISELA G. MARIN
Notary Public, State of Texas
My Commission Expires
May 06, 2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jacinto Garza, this the 4 day of March, 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Marisela G Marin	MARISELA G MARIN	Sec / Treas.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 3, 2016

L&G Consulting Engineers, Inc.
Firm Name

Mr. Jacinto Garza, P.E., CEO/President
Attn:

2100 W. Expressway 83
Address

Mercedes, TX 78570
City/State / Zip Code

Re: **C-16-131-03-07 –Hidalgo County Precinct No. 2- "Engineering Services for Boys & Girls Club Facility Project"**

Dear Mr. Garza:

In order to process the above referenced Contract, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced contract, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the following contract number: **C-16-131-03-07.** Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court on March 07, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: moises.salazar@co.hidalgo.tx.us on or before 3:00 PM Friday, March 4th, 2016. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss
Enclosures

AI-53462

Purchasing Department 21.
B. 4.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Heidi Ortiz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of amendment #1 to AIA B101-2007 Contract #C-15-160-09-15 with Sam Garcia Architects for Professional Services for "Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades" - Hidalgo County - Precinct 2 to include Topographic Survey. Survey to include all visible improvements, spot elevations at 50 ft. grid and trees;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-452-00-122-121-0-730
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
PO#733837

Attachments

Amendment #1
Current Insurance
HB1295
Ex D Revised
Original Contract
Legal Approval of Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2016 02:11 PM
Budget & Management	Veronica Ortiz	03/01/2016 03:18 PM
Glinda Pacheco	Glinda Pacheco	03/02/2016 09:37 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM
Form Started By: Heidi Ortiz		Started On: 02/18/2016 10:30 AM

Final Approval Date: 03/04/2016

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT #1
TO
AGREEMENT BETWEEN THE COUNTY OF HIDALGO
AND SAM GARCIA ARCHITECT LLC
(Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades)
C15-160-09-15

This **AMENDMENT** (the "Amendment"), dated the 7th day of March, 2016, is between **SAM GARCIA ARCHITECT LLC** (the "Architect") and **HIDALGO COUNTY, TEXAS** (the "Owner"), and amends the Agreement (as such term is defined below).

WHEREAS, Architect and Owner executed that certain Agreement made as of the 15th day of September, 2015, in which the Architect agreed to provide professional services for the Owner's Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades project (the "Project") located at 301 E. Hackberry Avenue, McAllen, Texas (the "Agreement");

WHEREAS, due to a change in circumstances the Architect and Owner have agreed to amend the Agreement as set forth herein to modify the original scope of services to be provided by the Architect pursuant to the Agreement in order to add a topographic site survey to the services provided pursuant to the Agreement) and make related changes to the Agreement; and

WHEREAS, the modification will not change the expected overall cost of the Project (Nine Hundred Thousand Dollars ($900,000)) or the estimated cost of construction (Eight Hundred Twenty Thousand Dollars ($820,000)), as the cost for this service (One Thousand Dollars ($1,000)) will reduce the original contingency included in the overall cost (from Twenty-Five Thousand Dollars ($25,000) to Twenty-Four Thousand Dollars ($24,000));

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Architect hereby agree as follows:

1. The Agreement is amended as follows:

    a. The chart in Section 4.1 of the AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (the "B101") of the Agreement is amended to add the topographical survey by deleting Section 4.14 thereof and replaced it with the following::

§ 4.1.4	Topographic Site Survey	Architect	4.2

b. Section 4.2 of the B101 is amended by adding the following at the end thereof:

> The Topographic Site Survey referenced in Section 4.1.4 above will include all visible improvements, spot elevations at 50 ft. grid and trees, as further described on Exhibit D.

c. Section 11.2 of the B101 is amended by adding the following at the end thereof:

> provided, however, that the compensation for the Additional Service set forth in Section 4.1.4 above shall be $1,000, which is reimbursement of the expense to the Architect in providing such Additional Service (which reimbursement amount is listed on the first page of Exhibit D as a “New Fee”, and which reduced the amount of the contingency from $25,000 to $24,000, and kept the Estimated Construction Cost for the Project at $820,000).

d. Exhibit D of the Agreement is deleted and replaced with the revised Exhibit D, which is attached hereto as an Exhibit and made a part of the Agreement.

2. Except as modified herein, all terms and conditions of the Agreement, as amended by this Amendment, remain in full force and effect, and Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

SAM GARCIA ARCHITECT LLC

By: _____
Sam R. Garcia, Jr.
AIA Principal and Managing Member

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT
TO
AMENDMENT #1
TO
AGREEMENT BETWEEN THE COUNTY OF HIDALGO
AND SAM GARCIA ARCHITECT LLC
(Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades)
C15-160-09-15

REVISED EXHIBIT D
SCOPE OF WORK AND RATE SCHEDULE
(Replaces Original Exhibit D attached to Agreement)

SAMGA-1 OP ID: CS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	CONTACT NAME: Erika Alanis PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: ealanis@swkins.com
INSURED Sam Garcia Architect P. O. Box 716 McAllen, TX 78505	INSURER A : Ohio Security Insurance Co — NAIC # 24082 INSURER B : HARTFORD INSURANCE CO. — 29424 INSURER C : Allmerica Financial Benefit In — 10212 INSURER D : Lloyds of London 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			BZS1655545182	07/01/2015	07/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			AWDA53778200	01/20/2016	01/20/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			65WBCAJ5422	11/27/2015	11/27/2016	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 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
D	Professional Liab			14LFSPL0155	04/18/2015	04/18/2016	EachClaim	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

HIDCOUN

Hidalgo County Purchasing Dept
2802 South Bus. 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

Cynthia Cabaza

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-15258

Date Filed:
02/18/2016

Date Acknowledged:
02/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sam Garcia Architect, LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-15-160-09-15
Professional Architectural Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sam Garcia Architect, LLC	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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C-15-160-09-15
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4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Sam Garcia Architect, LLC	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
MARIE S GARCIA
My Commission Expires
February 23, 2018

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said SAM R. GARCIA, this the 18th day of February, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Mary Samaniego	MARIE S. GARCIA	HR MANAGER

EXHIBIT "D" - REVISED

SAM GARCIA ARCHITECT

~~July 31, 2015~~
February 16, 2016

Mr. Armando Pompa
Director of Field Operations
Hidalgo County Precinct 2
4011 Veterans Blvd.
San Juan, TX 78589
Phone: (956) 787-1891 (o)
(956) 537-9448 (c)
armando.pompa@co.hidalgo.tx.us

RE: Professional Services Proposal for Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades (McAllen, TX)

Mr. Pompa:

I am happy to present this document to you. We have been in communication for the past couple of months regarding this project. As instructed, I am presenting a breakdown of the course of action for this project - phase by phase. My understanding of the overall scope of work is based on different conversations that I have had with you and County Commissioner Eddie Cantu. Please review the following list to make sure that I completely understand what this project is going to entail.

UNDERSTANDINGS AND ASSUMPTIONS:

- The project is located at 301 E. Hackberry Ave. in McAllen, TX
- Hidalgo County will survey, subdivide, and re-plat as needed
- Hidalgo County will provide the property survey that includes metes & bounds, setbacks, utilities, and right-of-ways.
- Proposal includes Architectural, Landscaping, Structural, and MEP Engineering services *
- Proposal excludes Civil Engineering, Demolition, and Abatement services
- Proposal excludes Soil Testing and Environmental Testing
- Palmer Pavilion shall be repurposed into the following:
  - Indoor Baseball training facility with batting cages and other drill areas
  - Indoor waiting/viewing areas
  - Restrooms & storage space for the Baseball training center
  - Dedicated indoor spaces for Senior Citizens, including recreation and meeting areas
  - Restrooms & storage space for the Senior Citizen area(s)
- Les Gilmore Kitchen scope of work includes:
  - Complete redesign of the entire kitchen
  - Include code compliant cooking spaces
  - Include sanitary food preparation areas
  - Include exterior seating/picnic area(s)
- Cost Assumptions:

Cost of Construction shall be:	$ 820,000	
*A/E fees shall Stipulated Sum of:	$ 55,000	
Topographic survey of Site:	$ 1,000	(New Fee)
Contingency Earmark shall be:	$ 24,000	(Revised)
OVERALL PROJECT COST	$ 900,000	(Unchanged)

PHASE-BY-PHASE BREAKDOWN:

Schematic Design: Stipulated Sum Fee of $ 8,250

Rendered Site Plan, Floor Plans of Amenities, Area Tabulations
Preliminary Code Review, and Elevation Concepts

Based on Owner provided property survey and project information, I will prepare a conceptual design package that I will present to Hidalgo County Precinct Two personnel. Based on Owner comments I will incorporate five (5) revisions as part of this phase. When overall concept is agreed upon, I will provide preliminary code analysis, area calculations, and cost estimate.

Topographic Site Survey: Stipulated Sum Fee of $ 1,000

Performed by Amaya Surveying Co., LLC of Brownsville, Texas. Survey will include all visible improvements; spot elevations at 50 ft. grid; trees, fences and street curbs.

Design Development: Stipulated Sum Fee of $ 11,000

Based on the approved schematic design and review of meetings to be held with Hidalgo County Precinct Two personnel, I will prepare a design development CADD package to be used for preliminary pricing for the project. The package will include four detailed building sections, dimensioned building floor plan, site plan, preliminary Structural and MEP Drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Owner. If design adjustments need to be made to meet the budget objectives, we will provide five (5) revisions to this package within basic services upon request by the Owner. We will also provide the Architectural Site Plan and progress Civil Engineering plans to the City of McAllen Planning and Engineering Departments for Site Plan approval. I will conduct a project design review meeting with the City of McAllen Inspections and Fire Department to assure code compliance and Fire Department access requirements.

Construction Documents: Stipulated Sum Fee of $ 24,750

Based on approved design development drawings, Sam Garcia Architect LLC will prepare construction documents for the project as required for the permitting and construction of the project. The construction documents will include the following:

➔ Architectural, Landscaping, Structural, and MEP Engineering plans and specifications for the purpose of final pricing, permitting, and construction of the project.

Sam Garcia Architect LLC will assist the Owner in obtaining proposals for Owner direct vendors or consultants if request on an additional hourly basis. Please note: No additional services will be provided without the prior written consent from Hidalgo County Precinct Two personnel.

Bidding & Negotiation + Construction Administration: Stipulated Sum Fee of $ 11,000
(Based on a 6 month construction schedule)

Sam Garcia Architect LLC will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis.

- Assist the Owner in the coordination of the Bid process.
- Prepare and post invitation to Bidders, addendums (if needed) and evaluation of Bids.
- Participate in Pre-bid Conference
- Participate in a pre-construction conference with the contractor and project team

- Participate in twenty-four (24) site visits during the construction of the project and prepare and follow up field reports with photographic documentation.
- Review specified shop drawings and submittals.
- Submit plans required for State accessibility plan review.
- Issue Architect's Supplemental Instructions as response to General Contractor's RFI's as needed.
- Review and approve contractor submitted pay applications and change orders.
- Prepare a final project punch list and provide five (5) follow-up inspection reviews.
- Issue a certificate of substantial completion.
- Mileage expenses throughout Hidalgo County are included as part of the basic fee services.

Additional Services: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Preparations of as-built record drawings.
- Furniture plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports, and contractor correspondence.

Hourly Fee Schedule:

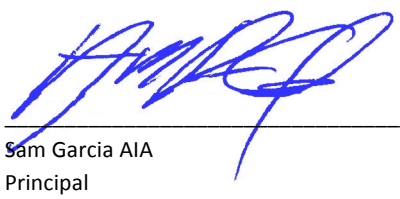
Architectural services listed as hourly or construction in addition to the basic services listed above will be completed per our standard hourly fee schedule below or separate proposal:

Principal	$145.00
Engineer and Associate	$105.00
Technical Assistant	$ 65.00
Clerical	$ 35.00

Agreement:

If the terms of this proposal and the attached General Terms and Conditions meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services. Thank you again for the opportunity to submit this proposal.

Submitted by:



Sam Garcia AIA
Principal
Sam Garcia Architect LLC

Accepted by:

_____ _____

Mr. Armando Pompa
Director of Field Operations
Hidalgo County, Precinct 2

Date

FILED
AT 11:30 O'CLOCK A M
OCT 20 2015
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of September in the year **2015**
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539
(956)289-7850

and the Architect:
(Name, legal status, address and other information)

Sam Garcia Architect, LLC
200 S. 10th Street
Suite 1602
McAllen, Texas 78501

for the following Project:
(Name, location and detailed description)

Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades
301 E. Hackberry Avenue
McAllen, Texas 78501

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
/

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User Notes: (1314085453)

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Initial information is set forth in the scope of work attached hereto as Exhibit D.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined at a later date by mutual written agreement

.2 Substantial Completion date:

To be determined at a later date by mutual written agreement

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate adjustments in schedule, compensation and Changes in the Work in accordance with Section 3.6.5 and 4.

§ 1.4 This is a non-exclusive Contract. Owner is not precluded from retaining the service of other architects for projects within Hidalgo County, Texas. The purpose of the Architect's services shall include, but not be limited to, projects involving remodeling, alterations and repairs.

Init.

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User Notes: (1314085453)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 INTENTIONALLY DELETED.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's Designated Representative is: Sam Garcia, AIA, Principal

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.4.1 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluation of the Work.

§ 2.4.2 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner , unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect may disclose information specifically designated as confidential by Owner to the Architect's consultants only if the Architect has obtained the consultant's prior written agreement to maintain the confidentiality of such information.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the *requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall* reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

$1,000,000 (See the attached Insurance Certificate)

.2 Automobile Liability

$1,000,000 (See the attached Insurance Certificate

.3 Workers' Compensation

$1,000,000 (See the attached Insurance Certificate

.4 Professional Liability

$2,000,00/$4,000,000 (See the attached Insurance Certificate

§ 2.6 ADDITIONAL BASIC SERVICES PROVIDED BY ARCHITECT

§ 2.6.1 To the extent any existing facilities are present at the location of the Project, the Architect shall provide a review of such existing facilities, and shall make recommendations to Owner regarding the modification of such facilities which are necessary to complete the Project and to bring the existing facilities into compliance with applicable laws, codes, regulations and ordinances.

§ 2.6.2 The Architect shall be responsible for coordination and review of all Owner supplied data, and the dissemination of such data to Owner's and Architect's consultants and to any contractors, subcontractors and other parties as may need such data to perform their duties or responsibilities with respect to the Project.

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§ 2.6.3 The Architect shall assist the Owner in preparing any Project schedules or timelines and in monitoring the progress of Owner, Architect, and any consultants, contractors, subcontractors or other parties which may be responsible for completing the tasks designated in such schedules or timelines. Architect shall make recommendations to Owner regarding changes and updates in schedules or timelines, as well as any action required by Owner as result of any failure or any person to comply with schedules or timelines.

§ 2.6.4 The Architect shall provide a detailed cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the Project cost in accordance with Owner's requirements and procedures.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 As set forth in section 2.4.1 above, the Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 3.6.2—Evaluations of the Work.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 In addition to the responsibilities and basic services indentified in Articles 2 and 3 respectively, the following services shall be the responsibility of the Architect without additional compensation:

§ 3.1.7.1	Schedule Development and Monitoring;
§ 3.1.7.2	Programming (in coordination with Owner);
§ 3.1.7.3	Civil Design;
§ 3.1.7.4	Landscape Design;
§ 3.1.7.5	On-Site Project Representation;
§ 3.1.7.6	Record Drawings (in coordination with Contractor)'
§ 3.1.7.7	Structural Design;
§ 3.1.7.8	MEP Design;
§ 3.1.7.9	Architect Interior Design (in coordination with Owner).

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§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review and comply with laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner approved by the Owner in writing regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in detail their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

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Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project and shall assist the Owner with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project."

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work indicated by changes in requirements or general market conditions.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 At the award of construction contract, the Architect shall incorporate all addenda, bid clarifications, changes accepted, alternatives and open alternatives into a "For Construction" set of drawings at the Owner's request.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner, if requested in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders upon Owner's written approval thereof.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents, General Conditions and Supplementary Conditions, Specifications and Drawings.

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§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 If requested by the Owner participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors upon Owner's written approval thereof.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner. and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 3.6.1.2 The Architect shall be a representative of and shall advise the Owner during the construction until final payment to the contractor is paid, and at the Owner's direction, during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the expiration of the period of correction for the Work as described in the Contract for Construction.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect as representative of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. However, the Architect shall not have control over or charge of the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of acts or omissions of the Contractor, Subcontractor, or their agents or employees, or of any other person or entities performing portions of the Work.

§ 3.6.2.1.1 The Architect will attend, as the Owner's representative, all concrete pours that are contributory to the structural integrity of the building (including all concrete footings, grading beams, floor slabs, and concrete superstructure components if applicable) and to take all reasonable care to determine general conformance with the Contract Documents and to notify both the Owner and the Contractor of any observed deficiencies. Furthermore, job site meetings shall be held weekly or at the Owner's discretion. Attendees will include the Owner, the General Contractor's Project Manager, the General Contractor's Project Superintendent and the Architect. Said meetings will begin at the time of Construction commencement and shall cease after substantial completion of the Work

§ 3.6.2.2 The Architect has the authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to

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require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall be required to promptly notify the Owner of any nonconforming Work and shall reject such nonconforming work unless the Owner objects to the rejection in writing with 24 hours of such notification. Performance of any additional inspection or testing which would result in additional costs to the Owner shall require advance notice to and the written approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Construction Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007 as modified by Owner and attached hereto as Exhibit "B ", the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall be responsible for providing services, at no additional cost to the Owner, which are made necessary by major defects or deficiencies in the contractor's work which the Architect should have discovered through reasonable care.

§ 3.6.2.7 The Architect and the Owner and the Owner shall at all times have access to the Work whenever it is in preparation or progress.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate of Payment shall not be a representation that the Architect has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, as defined in Section 9.1 of the AIA A201-2007 attached hereto as Exhibit "B" and incorporated herein for all purposes.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the

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Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified in accordance with Article 4. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in Article 11 and at no additional cost to the Owner.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the Requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

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Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to make appropriate recommendations to the Owner.

§ 3.6.6.6 The Architect shall be responsible for a complete reevaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge except for travel and subsistence costs. Furthermore, the Architect shall report all deficiencies observed during said evaluation and shall be responsible for monitoring the correction of said deficiencies.

§ 3.6.6.7 Warranty Phase- The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of complete corrections. The one-year period shall be extended to portions of the Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The obligation under this paragraph 3.6.6.7 shall survive the acceptance of the Work under the Construction Contract.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming	Owner	Has been provided by Owner
§ 4.1.2	Multiple preliminary designs	Architect	4.2
§ 4.1.3	Measured drawings	Not Included	N/A
§ 4.1.4	Existing facilities surveys	Not Included	N/A
§ 4.1.5	Site Evaluation and Planning (B203™–2007)	Not Included	N/A
§ 4.1.6	Building information modeling	Not Included	N/A
(Row deleted)			
§ 4.1.7	Civil engineering	Not Included	N/A
§ 4.1.8	Landscape design	Not Included	NA
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not Included	N/A
§ 4.1.10	Value Analysis (B204™–2007)	Not Included	N/A
§ 4.1.11	Detailed cost estimating	Architect	4.2

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§ 4.1.12	On-site project representation	Not Included	N/A
(Row deleted)			
§ 4.1.13	Conformed construction documents	Not Included	N/A
§ 4.1.14	As-Designed Record drawings	Not Included	N/A
§ 4.1.15	As-Constructed Record drawings	Not Included	N/A
§ 4.1.16	Post occupancy evaluation	Not Included	N/A
§ 4.1.17	Facility Support Services (B210™–2007)	Not Included	N/A
§ 4.1.18	Tenant-related services	Not Included	N/A
§ 4.1.19	Coordination of Owner's consultants	Not Included	N/A
§ 4.1.20	Telecommunications/data design	Not Included	N/A
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Included	N/A
§ 4.1.22	Commissioning (B211™–2007)	Not Included	N/A
§ 4.1.23	Extensive environmentally responsible design	Not Included	N/A
§ 4.1.24	LEED® Certification (B214™–2007)	Not Included	N/A
§ 4.1.25	Fast-track design services	Not Included	N/A
§ 4.1.26	Historic Preservation (B205™–2007)	Not Included	N/A
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Included	N/A

Services shown in the chart as not included in additional services include services that are included in the Agreement as Basic Services

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Exhibit D

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service (as defined in Section 1.1.7 of the AIA A201-2007 as modified by Owner attached hereto as Exhibit "B" and incorporated herein for all purposes) necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 INTENTIONALLY DELETED.

.5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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.7 Preparation for, and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except: (1) where the Architect is a party thereto and (2) meetings of the Commissioners Court in which the subject Project is a topic or discussion such attendance being included herein as Basic Services.

.8 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2 INTENTIONALLY DELETED.

§ 4.3.3 INTENTIONALLY DELETED.

§ 4.3.4 INTENTIONALLY DELETED.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in

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this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault, defect, error, omission or inconsistency.

§ 5.10 Except as otherwise provided in this Agreement, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 INTENTIONALLY DELETED.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly or at Owner's election, the Architect shall assist Owner at no expense to Owner, in revising the Project to meet Owner's budget requirements.

§ 6.4 INTENTIONALLY DELETED.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall at no additional fee to Owner make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect of this Project. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and the Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the Work or any earlier termination of this Agreement, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one complete set of reproducible record prints. All such reproductions shall be property of the Owner who may use them without Architect's permission for any proper purpose related to the Project, including, but not limited to additions to or completion of the Project. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service for purposes of completing, using and maintaining the Project.

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§ 7.4 INTENTIONALLY DELETED.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 INTENTIONALLY DELETED.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to in writing by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation . A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in questions between the parties.

§ 8.2.3 The parties shall share the mediator's fee equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 INTENTIONALLY DELETED.

(Paragraph deleted)

§ 8.3 INTENTIONALLY DELETED.

§ 8.3.1 INTENTIONALLY DELETED.

(Paragraphs deleted)

§ 8.3.4 INTENTIONALLY DELETED.

§ 8.3.4.1 INTENTIONALLY DELETED.

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(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 INTENTIONALLY DELETED.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction as modified by Owner.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 INTENTIONALLY DELETED.

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§ 10.7 INTENTIONALLY DELETED.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) as required by law.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Six and a half percent (6.5%) of the total Estimated Construction Cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit D under Hourly Fee Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Exhibit D under Hourly Fee Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus **ten percent (10.%)**, or as otherwise stated below:

Computed as a multiple of One and ten hundredths (1.10)

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase/Contract Admin.	Eighteen	percent (	18	%)
Project Close-Out/Warranty Phase	Two	percent (	2	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "D"

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Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for the Architect's Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets with prior written approval from Owner;

.3 Fees paid for securing approval of authorities having jurisdiction over the Project excluding five (5) copies of all Instruments of Service to be furnished to Owner;

.4 Printing, reproductions, plots, standard form documents;

.5 Postage, handling and delivery of Instruments of Service;

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9 All taxes levied on professional services and on reimbursable expenses;

.10 DELETED

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.9 INTENTIONALLY DELETED.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice to the Commissioners' Court of the Owner. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

At the rate established under Texas Government Code Section 2251.025

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a judicial proceeding

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

Not applicable

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement between Owner and Architect
.2 AIA Document A201™–2007, General Conditions of the Contract for Construction modified by the Owner
.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A- Article 14 and 15, Additional Supplemental Conditions to the AIA Document B 101-207
Exhibit B- AIA Document A201-2007, General Conditions modified by the Owner as set forth on section 13.2.2
Exhibit C-Insurance Certificate
Exhibit D-Scope of Work and Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER

COUNTY OF HIDALGO

By: Ramon Garcia
(Signature)
Ramon Garcia, County Judge
(Printed name and title)

SAM GARCIA ARCHITECT, LLC

By:
(Signature)
Sam Garcia, AIA, Principal
(Printed name and title)

APPROVED AS TO FORM:

Atlas , Hall & Rodriguez, LLP

(Row deleted)
By:
(Signature)
Stephen L. Crain
(Printed name and title)

APPROVED BY
COMMISSIONERS' COURT
ON: 9/15/15

ATTEST:

By: Arturo Guajardo Jr.
(Signature)
Arturo Guajardo Jr., County Clerk
(Printed name and title)

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EXHIBIT A

ARTICLES 14 & 15

ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE AIA DOCUMENT B101 – 2007

HIDALGO COUNTY
ADDITIONAL SUPPLEMENTAL CONDITIONS TO THE
AIA DOCUMENT B 101 – 2007

Standard Form of Agreement between Owner and Architect

ARTICLE 14

14.1 Requests for Payment. On or before noon of the first Monday of each month during the performance of the services, Architect shall submit to Owner for its approval a request for payment ("Request for Payment") in form and substance satisfactory to Owner. Each Request for Payment shall set forth the amount due for Services rendered, a detailed breakdown of the amount and the sum of all prior payments. Owner shall review each such Request for Payment and may make such exceptions as Owner reasonably deems necessary or appropriate under the circumstances then existing. About five (5) working days after the Owner's governing body meets approving such payment, the Owner shall make payment to Architect in the amount approved as aforesaid subject to Section **14.3**, below.

14.2 Final Payment. After final completion of the work and acceptance thereof by Owner, Architect shall submit a final request ("Final Request") which shall set forth all amounts due and remaining unpaid to Architect and upon approval thereof by Owner, Owner shall pay to Architect the amount due ("Final Payment") under such Final Request in accordance with the provisions of **14.1**.

The Final Request for Payment shall not be made until Architect delivers to Owner an affidavit that so far as Architect has knowledge or information all materials and services over which Architect has control have been paid.

14.3 Qualifications on Obligations to Pay. Any provision hereof to the contrary notwithstanding, Owner shall not be obligated to make any payment (whether a payment under Article 14 hereof or Final Payment) to Architect hereunder if any one or more of the following conditions precedent exist:

(1) Architect is in default of any of its obligations hereunder or otherwise is in default under this Agreement or any of the Contract documents;

(2) Any part of such payment is attributable to Services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement;

(3) Architect has failed to make payments promptly to consultants or other third parties used in connection with the Services for which Owner has

made payment to Architect;

(4) If Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Architect hereunder unless and until Architect, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by Owner to be sufficient to so complete the Services.

14.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Services to which such partial payment relates or relieves Architect of any of its obligations hereunder with respect thereto.

14.5 Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Services.

14.6 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 appearing after completion of the Work, (2) failure of the Services to comply with the requirements of this Agreement or the Contract documents 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 Architect except those previously made in writing and identified by the Architect as unsettled at the time of the Final Request for Payment.

14.7 In the event of a conflict between the provisions of this Article 14, and other provisions in the AIA B101 -2007 as modified, the provisions of Article 14 shall control.

ARTICLE 15 – OTHER CONDITIONS OR SERVICES

15.1 Notwithstanding anything to the contrary contained in this Agreement, Owner and Architect agree and acknowledge that Owner is entering into this Agreement in reliance on Architect's experience and abilities with respect to performing the Services. The Architect accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Architect covenants with Owner to use its **best** efforts, skill, judgment and abilities to design the Project and to further the interests of Owner in accordance with the Owner's requirements and procedures, in accordance with the American Institute of Architects' professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Prior to the commencement of construction, Architect shall certify in writing to Owner that the Drawings and Specifications and all drawings and the improvements when built in accordance therewith conform to all applicable governmental regulations, statutes and

ordinances then in effect. Architect represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the Services.

15.2 The Architect represents, covenants and agrees that all of the Services to be furnished by the Architect under or pursuant to this Agreement, from the inception of the Agreement until the Project has been fully completed, shall be of the standard and quality which prevail among architects of similar experience, knowledge, skill and ability engaged in architectural practice throughout Texas under the same or similar circumstances involving the design and construction of a project such as the Project with all the amenities as set forth in the Drawings and Specifications.

15.3 The Architect represents, covenants and agrees that its special talent, training and experience cause it to be the prime professional on the Project and that because of such talent and training, Architect envisions the construction of the Project in its entirety and possesses the special skills which enable it to recognize dangerous conditions that a reasonable, prudent Architect having such special skills could anticipate may arise from the proper use of the Project after accepted by the Owner; as the design professional, it has knowledge which will enable it to recognize specific dangers that may arise from the proper use of the Project after accepted by the Owner; and, it recognizes that any management, employees, and agents of the Owner, plus guests and visitors are within a class of foreseeable persons who will be relying on the Project being designed in a professional and safe manner.

15.4 Architect represents, covenants and agrees that its Project Drawings and Specifications will be accurate and free from any material errors and the shop drawings that it must approve will be accurate and free from any material errors relating to design intent. Architect additionally represents, covenants and agrees to the following: the design of the Project will conform to its foreseeable use as a project with all the amenities as set forth in the Drawings and Specifications; the result of the Drawings and Specifications, if built in accordance therewith, will be suitable for purposes for which the Project is designed; the result of Architect's inspection of the Project will be suitable for purposes for which the Project is designed; and, the Project will be designed and the construction will be inspected in a workmanlike, professional manner and will be suitable for human occupancy and use. The Architect's responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner of the Drawings and Specifications nor shall the Architect 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 Architect's skill and knowledge in preparing the Drawings and Specifications. Notwithstanding the immediately preceding sentence, Architect may rely on any documents or information forwarded by Owner pursuant to Article 2 hereof.

15.5 The Architect represents, covenants and agrees that the person directly in charge of the professional architectural work is duly registered under Tex. Rev. Civ.

Stat. Ann., art. 249(a), as amended.

15.6 Indemnification. To the fullest extent permitted by applicable law, the Architect and its agents, partners, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend and hold harmless the Owner, Owner's respective Commissioners Court, 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 performance of the Services or any part thereof 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 Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be legally liable. In this connection, it is agreed and understood that Architect shall not be responsible for any portion of the liability proximately caused by Owner's negligence.

15.7 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 4.6 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 Owner or any of the Indemnitees has by law.

15.8 Notwithstanding any provisions herein to the contrary, it is agreed that if the Architect's final written estimate of construction cost is less than the low bona fide bid for construction and such low bid is not accepted by the Owner, the Architect, at his expense, will make all necessary revisions to the plans and specifications to lower the construction to an amount acceptable to Owner.

15.9 The Owner agrees to give the Architect the latitude to make the required changes to plans and specifications to achieve the required reduction in construction cost; however, the Architect shall consult with the Owner on all necessary changes.

15.10 Intentionally deleted.

15.11 The final written estimate of construction cost will be reviewed and approved by the governing body of Owner prior to completion of Architect's services heerunder.

15.12 Architect agrees to maintain a General and Professional Liability Insurance Policy to cover the liability of Architect connected with the performance of the services or any service covered by this Agreement in an amount equal to or exceeding

the value of the Project, unless specifically agreed to by the Owner in a separate written agreement. Any such policy must either be for any occurrence as a result of that performance or, if limited to claims made, include at least a five (5) year extended reporting period. Architect agrees to furnish Owner Certificates of Insurance showing the said Policy to be fully paid, in full force and effect, and not subject to modification or change for the period specified in this Agreement.

15.13 Time Extensions for Unusually Severe Weather. Intentionally deleted.

15.14 In the event of a conflict between the provisions of this Article 15, and other provisions in the AIA B 101 -2007 as modified, the provisions of Article 15 shall control.

EXHIBIT "B"

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

For the following PROJECT:
(Name and location or address)
Palmer Pavilion/Les Gilmore Kitchen Renovation and Upgrades
THE OWNER:
(Name, legal status and address)
County of Hidalgo
3100 South Business Highway 281, Suite D
Edinburg, Texas 78539

THE ARCHITECT:
(Name, legal status and address)
Sam Garcia Architects, LLC
Sam Garcia, AIA, Principal
200 S. 10th Street
Suite 1602
McAllen, Texas 78501
PH: (956) 212-4930

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Numbers and Topics in Bold are Section Headings)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7.1, 14.1, 15.2
Addenda
1.1.1, 3.11.1
Additional Costs, Claims for
3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.5**
Additional Insured
11.1.4
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8, 7.3.8
All-risk Insurance
11.3.1, 11.3.1.1
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7.1, 9.10, 11.1.3
Approvals
2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1
Arbitration
8.3.1, 11.3.10, 13.1.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.4.1, 3.12.7, 4.1, 4.2, 5.2, 6.3.1, 7.1.2, 7.3.7, 7.4, 9.2.1, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4.1, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2
Architect's Additional Services and Expenses
2.4.1, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.4.1, 3.1.3, 3.5.1, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5.1, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3.1, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1, 5.2.1, 11.4.1
Binding Dispute Resolution
9.7.1, 11.3.9, 11.3.10, 13.1.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1
Boiler and Machinery Insurance
11.3.2
Bonds, Lien
7.3.7.4, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

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Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3
Certificates of Inspection, Testing or Approval
13.5.4
Certificates of Insurance
9.10.2, 11.1.3
Change Orders
1.1.1, 2.4.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11.1, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 7.4.1, 8.3.1, 9.3.1.1, 11.3.9
Claims, Definition of
15.1.1
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3.1, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**
Claims for Additional Time
3.2.4, 3.7.46.1.1, 8.3.2, 10.3.2, **15.1.5**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Claims Subject to Arbitration
15.3.1, 15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4
Commencement of the Work, Definition of
8.1.2
Communications Facilitating Contract Administration
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
Compliance with Laws
1.6.1, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.3
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 11.3.9, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1
Contract Documents, The
1.1.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.2.5, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5
Contract Sum, Definition of
9.1
Contract Time
3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7.1, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5
Contract Time, Definition of
8.1.1

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CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction Schedules
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Contractor's Employees
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1,
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8
Contractor's Relationship with the Architect
1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3.1, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
9.7
Contractor's Right to Terminate the Contract
14.1, 15.1.6
Contractor's Submittals
3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3
Contractual Liability Insurance
11.1.1.8, 11.2
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.2.5, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.7
Costs
2.4.1, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4.1, 11.3.1, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6
Damages for Delay
6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2.1, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Defective Work, Definition of
3.5.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1
Delays and Extensions of Time
3.2., 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Disputes
6.3.1, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2, 11.1.2
Emergencies
10.4, 14.1.1.2, 15.1.4
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

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Equipment, Labor, Materials or
1.1.3, 1.1.6, 3.4, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4.1, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3, 15.1.5, 15.2.5
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3.1, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
Fire and Extended Coverage Insurance
11.3.1.1
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17.1, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7
Information and Services Required of the Owner
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4.1
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2
Instruments of Service, Definition of
1.1.7
Insurance
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**
Insurance, Boiler and Machinery
11.3.2
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 11.1.2
Insurance, Loss of Use
11.3.3
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, **11.3**
Insurance, Stored Materials
9.3.2, 11.4.1.4
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1, 11.4.1.5
Insurance Companies, Settlement with
11.4.10
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4
Interest
13.6
Interpretation
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12, 15.1.4
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13.1, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1.1, 13.4, 13.5.1, 13.5.2, 13.6.1, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 13.7, 15.4.1.1
Limitations of Liability
2.3.1, 3.2.2, 3.5.1, 3.12.10, 3.17.1, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2
Limitations of Time
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3.1, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2.1, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7.1, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15

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Loss of Use Insurance
11.3.3
Material Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5.1, 3.8.2, 3.8.3, 3.12, 3.13.1, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 15.2.8
Mediation
8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1
Minor Changes in the Work
1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7.1, 10.3.2, 11.3.1
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.3.1, 2.4.1, 3.5.1, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Notice
2.2.1, 2.3.1, 2.4.1, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7.1, 9.10, 10.2.2, 11.1.3, 11.4.6, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1
Notice, Written
2.3.1, 2.4.1, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7.1, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1
Notice of Claims
3.7.4, 4.5, 10.2.8, **15.1.2**, 15.4
Notice of Testing and Inspections
13.5.1, 13.5.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.2.2, 9.6.6, 9.8, 11.3.1.5
Orders, Written
1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Information and Services Required of the
2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3
Owner's Authority
1.5, 2.1.1, 2.3.1, 2.4.1, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3.1, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3.1, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Financial Capability
2.2.1, 13.2.2, 14.1.1.4
Owner's Liability Insurance
11.2
Owner's Loss of Use Insurance
11.3.3
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.4, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.3
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11.1, 3.17.1, 4.2.12, 5.3.1
Partial Occupancy or Use
9.6.6, **9.9**, 11.3.1.5
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2.1, **9.3**, 9.4, 9.5, 9.6.3, 9.7.1, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7.1, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 11.4.5, 12.3.1, 13.7, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**

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User Notes: (1348618055)

Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 11.4.8, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.7.4, 9.6.7, 9.10.3, 11.4.9, **11.4**
Permits, Fees, Notices and Compliance with Laws
2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3
Project, Definition of the
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.3**
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4
Rejection of Work
3.5.1, 4.2.6, 12.2.1
Releases and Waivers of Liens
9.10.2
Representations
3.2.1, 3.5.1, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.3, 5.3.1, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.3, 2.4, 3.5.1, 3.7.4, 3.15.2, 4.2.6, 4.5, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3.1, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 11.4.7, 12.1.2
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5
Special Inspections and Testing
4.2.6, 12.2.1, 13.5
Specifications, Definition of the
1.1.6
Specifications, The
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14
Statute of Limitations
13.7, 15.4.1.1
Stopping the Work
2.3, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4, 11.4.1.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

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User Notes: (1348618055)

Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 11.4.7, 11.4.8, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.4.5, **11.3.7**
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
4.1.3
Substitutions of Materials
3.4.2, 3.5.1, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3
Surety
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7
Surety, Consent of
9.10.2, 9.10.3
Surveys
2.2.3
Suspension by the Owner for Convenience
14.3
Suspension of the Work
5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 11.4.9, 14
Taxes
3.6, 3.8.2.1, 7.3.7.4
Termination by the Contractor
14.1, 15.1.6
Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.6
Termination by the Owner for Convenience
14.4
Termination of the Architect
4.1.3
Termination of the Contractor
14.2.2
TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1.1, 12.2.1, **13.5**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4.1, **8.3**, 9.5.1, 9.7.1, 10.3.2, 10.4.1, 14.3.2, 15.1.5, 15.2.5
Time Limits
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 4.4, 4.5, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4.1.5, 11.4.6, 11.4.10, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4
Time Limits on Claims
3.7.4, 10.2.8, **13.7**, 15.1.2
Title to Work
9.3.2, 9.3.3
Transmission of Data in Digital Form
1.6
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 7.3.4
Use of Documents
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.4.2
Waiver of Claims by the Contractor
9.10.5, 11.4.7, 13.4.2, 15.1.6
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 11.4.3, 11.4.5, 11.4.7, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6
Waiver of Consequential Damages
14.2.4, 15.1.6
Waiver of Liens
9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, 11.4.5, **11.3.7**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7.1
Weather Delays
15.1.5.2
Work, Definition of
1.1.3

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Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Notice
2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1
Written Orders
1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect pursuant to Section 7.4. At the Owner's option, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.1.1 Contractor acknowledges and warrants that it has closely examined all the Contract Documents and is unaware of any instance where the documents are not suitable or are insufficient, to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all Work, whether or not shown or described, which reasonably may be inferred or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor except as provided in Sections 5.3 and 5.4 hereof, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations of the Contractor under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.3.1 The Work shall include the obligation of the Contractor to visit the site of the project before submitting a proposal. Such site visit shall be for the purpose of familiarizing Contractor with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, including all existing site conditions, access to the site, physical characteristics of the site and surrounding areas. It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the Contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams wherever located and whenever issued.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

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§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Any differences between the requirements of the Drawings and the Specifications or any differences noted within the Drawings themselves or within the Specifications themselves have been referred to Owner and Architect by Contractor prior to the submission of bids and have been clarified by an Addendum issued to all bidders.

If such differences or conflicts were not called to Owner's and Architect's attention prior to submission of bids, Architect shall decide which of the conflicting requirements will govern based upon the following: the most stringent of the requirements will take precedence over the less stringent; the most expensive item will take precedence over the less expensive, and subject to the approval of Owner, Contractor shall perform the Work at no additional cost and/or time to Owner in accordance with the Architect's decision. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable as being necessary to produce the intended results.

§ 1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

.1 The Agreement;
.2 Addenda, with those of later date having precedence over those of earlier date;
.3 Supplemental Conditions;
.4 The General Conditions of the Contract for Construction;
.5 Specifications;
.6 Drawings, and in the case of inconsistency between the Drawings and Specifications or within either document, not clarified by Addendum, the better quality or greater quantity of Work shall be included in the Contract Documents. Clarifications of the inconsistency will be accomplished with the Contractor and, if necessary, an appropriate reduction in the contract will be accomplished by Change Order. Figures given on drawings govern scale measurements. Large scale drawings take precedence over small sale drawings. Written words, take precedence over numbers. Handwritten documents take precedence over typewritten documents. Existing conditions take precedence over drawings and specifications for dimensions and shall be verified by the Contractor. The Contractor proceeds at his own risk if conflicts or discrepancies are not resolved prior to the execution of the Work.

§ 1.2.1.2 If Work is required in a manner to make it impossible to produce Work of the quality required by or reasonably inferred from the Contract Documents, or should discrepancies appear among the Contract Documents, Contractor shall request in writing an interpretation from Architect before proceeding with the Work. If Contractor fails to make such request, no excuse will thereafter be entertained for failure to carryout Work in the required manner or provide required guarantees, warranties, or bonds, and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE
§ 1.5.1 Instruments of Service, including the Drawings, Specifications, and other similar or related documents and copies thereof are furnished to Contractor for the purpose of performing the Work and are, and shall remain, the property of Owner and Owner will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner or Owners' consultants reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Commissioners Court of Owner, by majority vote, is the only representative of Owner, having the power to enter into a Contract, to execute a change order requiring an increase in the Contract Sum, or agree to an extension of the contractual completion date. The Commissioners Court shall designate, as appropriate, an authorized representative(s) to act on its behalf during the course of construction. In the event that an emergency changes the scope of the Work before the next regular meeting or in order to facilitate and expedite the timely completion of the Work, the Commissioners Court's authorized representative(s) may approve construction changes that do not exceed $10,000.00 in increased costs. Any such changes shall be confirmed in writing between the Contractor and the Commissioner Court's authorized representative(s) and notice of such approved changes shall be given to the Commissioners Court at its next regular meeting. The Commissioners Court will act as soon as reasonably possible to avoid undue delays in the construction completion date.

§ 2.1.2 DELETED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER
§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics and utility locations, and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utilities lines, telephone company lines and cable, sewer lines, water pipes, gas lines, electrical lines, including without limitation, all buried pipelines and buried telephone cables an shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes and pipelines. Under this provision the Architect and Engineer are in no way relieved of their responsibilities outlined in the Contract or other attached contracts for identification of existing conditions.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 for use on this Project. All costs of reproduction are the responsibility of Contractor.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents or fails to remove and discharge (within ten (10) days) any lien filed upon Owner's or Landlord's property by anyone claiming by, through, or under Contractor or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents. The Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, and any delay resulting from such Work stoppage shall not extend any Milestone Date identified in the Contract for Construction or the required dates of Substantial or Final Completion.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.1 The rights stated in Article 2 shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner in writing any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner in writing any nonconformity discovered by or made known to the Contractor as a request for design information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner.

§ 3.2.5 The Contractor shall not be entitled to additional compensation for the "rework portion" of any additional work caused by his failure to carefully study and compare the Contract Documents prior to execution of the Work.

§ 3.2.6 The Contractor shall make reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work complies with the Contract Documents.

§ 3.2.7 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or Architect's consultants to expend an unreasonable amount of the time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.6, 3.2.7, and 3.12 before additional services are performed.

§ 3.2.8 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Contractor's Warranty, Contractor shall promptly notify the Architect in writing, providing substantiation for the position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under Contract Documents or other arrangements with Contractor.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall be responsible for inspection of portion of Work already performed under the Contract for Construction to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including of construction utilities.

§ 3.3.8 Contractor shall establish and maintain benchmarks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the buildings and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all Work already

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in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said Work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elections shown on the Drawings and Specifications or found in previous Work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the misdescription of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§ 3.3.11 Contractor shall engage workers who are skilled in performing the Work, and all Work shall be performed with care and skill and in a good workmanlike manner under the full-time supervision of an approved engineer or foreman. Contractor shall be liable for all property damage, including repairs and replacements of the Work and economic losses, which proximately result from the breach of this duty. Contractor shall advise Architect:

1. if a specified product deviates from good construction practices;
2. if following the Specifications will affect any warranties; or
3. any objections which Contractor may have the Specifications.

Nothing contained in Subsection 1.1.3 shall alter the responsibilities established in this Subsection.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. By making requests for substitutions based on Subsection 3.4.2, Contractor:

.1 represents that Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that Contractor will provide the same warranty for the substitution that Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract except Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
.4 will coordinate the installation for the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall also be responsible for labor peace on the Project and shall at all times make its best efforts and judgments as an experienced Contractor to adopt and implement policies and practices designed to avoid Work stoppages, slowdowns, disputes, or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide labor harmony. Except as specifically provided in Subsection 8.3 hereof, Contractor shall be liable to Owner for all damages suffered by Owner.

§ 3.4.4 Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. Contractor shall, if required by Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be

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shipped to the site in the original containers clearly labeled, and delivery slips shall be submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

§ 3.4.5 When the Contract Documents require the Work, or any part of same, to be above the standards required by applicable laws, ordinances, rules and regulations, and other statutory provisions pertaining to the Work, such Work shall be performed and completed by Contractor in accordance with the Contract Documents.

§ 3.4.6 When the manufacturer's name, patent numbers, underwriter's labels, model numbers or similar identifying marks are required, such markings shall be located as inconspicuously as possible.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of the best quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 ALL WARRANTIES SHALL INCLUDE LABOR AND MATERIALS AND THE MANUFACTURER'S WARRANTY SHALL BE SIGNED BY SUBCONTRACTOR AND COUNTERSIGNED BY CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO OWNER AND DELIVERED TO ARCHITECT UPON COMPLETION OF THE WORK AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 Contractor shall issue in writing to Owner as a condition precedent to final payment a "general warranty" reflecting the terms and conditions of this Section 3.5 for all Work under the Contract.

§ 3.5.4 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after final completion of the entire Work unless a longer time is specifically called for in the specifications. The Contractor shall assign all components, equipment and fixture warranties to the Owner and will deliver all manuals to the Owner at the completion of construction.

§3.5.5 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to Owner.

§3.5.6 Warranties shall become effective on a date established by Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties.

§3.5.7 If the Architect considers it impractical, because of unsuitable test conditions or some other factors, to execute simultaneous final acceptance of all equipment, portions of properly installed and functioning equipment may be certified by Architect for final acceptance, subject to Owner's approval, when that portion of the system is complete and ready for operation as called for under Subsection 9.8.1.

§3.5.8 Contractor shall warrant for a period of twelve (12) months that the building(s) shall be watertight and leak proof at every point and in every area, except where leaks can be attributed to damage to the building(s) by external forces beyond Contractor's control. Contractor shall, immediately upon notification by Owner of water penetration, determine the source of water penetration and, at its own expense, do any Work necessary to make the building(s) watertight. Contractor shall also, at its own expense, repair or replace any other damaged material, finishes, and furnishings, damaged as a result of this water penetration, to return the building(s) to its (their) original condition.

§3.5.9 In addition to the foregoing stipulations, Contractor shall comply with all other warranties referred to in any portions of the Contract Documents or otherwise provided by law or in equity, and where warranties overlap, the more

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stringent requirement shall govern.

§3.5.10 If for any reason Contractor cannot warrant any part of the Work using material or construction methods that have been specified, or shown, it shall notify Owner and Architect in writing before the Contract is signed, giving reasons, together with the name of product and data on a substitution it can warrant.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall make application, secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract including, without limitation, street openings, sidewalk, and other obstructions, access over public ways and storage necessary for proper execution of the Contract and which are, legally required at the time bids are received or negotiations concluded.

§3.7.1.1 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge System (NPDS) regulations administered by the Environmental Protection Agency and state and local authorities, that require completion of documentation and/or acquisition of all permits for the Project. Contractor's obligations under this section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during construction phase which modifies the original site drainage plan and requires the issuance of a permit shall be at Contractor's sole cost.

a. The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

b. The Contractor shall be responsible for obtaining and paying for all City and County Building Permits, Inspection Fees and Plan Checking Fees; temporary utility charges, tap charges and water meter charges and any other similar fees assessed by jurisdictional authorities having control over the Project.

c. The Owner shall pay fees payable to the Texas Department of Licensing and Regulations (TDLR) for document review relative to the Elimination of Architectural Barriers Act and the Architect will submit the documents to the TDLR for review and approval.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders and all other requirements of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work (including, without limitation, the installation of any materials or equipment) that it knows or reasonably should have known would be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend to the Owner in writing, an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in

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the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or based on data provided to Contractor and by the Contractor's prior inspections, tests, reviews, and pre-construction services for the Project; or by the Contractors inspections, tests, reviews and pre-construction services that Contractor had the opportunity and obligation to make in connection with the Project but did not do so.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect in writing. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness. If a decision is needed to avoid a delay, Contractor shall notify Architect, Construction manager and Owner in writing sufficiently in advance of needed date to allow reasonable time for selections to be made.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Superintendent shall be satisfactory to the Owner and shall not be changed except with the consent of the Architect, unless the Superintendent leaves the employment of the Contractor. No increase in Contract Time or Contract Sum shall be allowed in the event the Owner or Architects object to any nominated superintendent. Such approval by the Owner shall not be unreasonably withheld.

§ 3.9.3 DELETED.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's review and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised as required herein and at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of

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the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets such a date for Substantial Completion for the Work or any phase of the Work beyond the date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Documents), then Contractor shall submit to Architect and Owner for their review and approval a narrative description of the means and methods that Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, increasing the number of personnel and labor on the Project and implementing overtime and double shifts. In that event, Contractor shall not be entitled to an adjustment in the Contract Sum or the schedule.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's and Owner's approval. The Architect's and Owner's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The process of approving Contractor's schedules and updates to Contractor's schedule shall not constitute a warranty by the Owner that any non-Contractor milestones or activities will occur as set out on Contractor's schedule. Approval of a Contractor's schedule does not constitute a commitment by the Owner to furnish any Owner-furnished information or material any earlier than Owner would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work, which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold resulting additional time and cost to a minimum. The construction schedule shall be in a detailed format satisfactory to the Owner and the Architect and shall also:

.1 Provide a graphic representation of all activities and events that will occur during performance of the Work;
.2 identify each phase of construction and occupancy; and
.3 set forth dates that are critical in ensuing the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents hereinafter referred to as Milestone Dates.

§ 3.10.5 The Owner shall have the right to reschedule the time of day for the performance of any part of the Work that may interfere with the operation of the Owner's premises or any tenants or invitees thereof. The Contractor shall, upon the Owner's request, reschedule any portion of the Work affecting operation of the premises during hours when the premises are not in operation. Any rescheduling of performance of the Work under this Subsection 3.10.5 may be grounds for an extension of the Contract Time, if permitted under Subsection 8.3.1 and an equitable adjustments in the Contract Sum, if: (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling is required for the convenience of the Owner and is not attributable to any act of omission of Contractor, and (3) if Owner agrees to the Contract Sum adjustment prior to any rescheduling.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections (all changes and selections to be approved by Owner and Architect in advance) made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 At the Date of Substantial Completion and as a condition precedent to final payment, Contractor shall furnish

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the following documents to Architect for submittal to Owner: Record Drawings showing the field changes and selections (all changes and selections to be approved by Owner and Architect in advance) affecting the general construction, mechanical, electrical, plumbing, and all other Work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of reproducible prints of Architect's Drawings obtained and paid for by Contractor. Contractor shall maintain at the job site one (1) set of Architect's Drawings and indicate thereon each field change as it occurs. The Contractor shall post all Addenda on Construction Documents prior to commencing work on the site.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent re-submittal. Additional service charges as outlined in Section 3.2.7 may be charged by the Architect in this event.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional and who shall comply with requirements of Owner regarding qualifications and insurance and, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Contractor shall submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least 30 days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, the Contractor shall submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the Contract for construction.

§3.12.12 The Contractor shall submit the number of copies of Shop Drawings, Product Data, Samples and similar submittals which the Contractor and his Subcontractors need for their use plus two additional sets for the Architect and one additional set for each of the Architect's consultants involved with the particular section of work. Where shop drawings are involved, the Contractor shall submit one high quality reproducible transparency and one opaque print of the shop drawing for the Architect plus one additional opaque print for each of the Architect's consultants involved with the particular section of work. The reproducible transparency will be marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or re-submittal as required. The Architect and his consultants will retain the marked up prints. After final review and correction of the submittal, the Contractor shall send two corrected sets to the Architect, and one to each of the Architect's consultants involved with the particular section of work.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractor.

§3.13.2 The Contractor and any entity for whom the Contractor is responsible shall not erect any sign on the Project site without written consent of the Owner.

§3.13.3 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision on the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of: (1) any area and buildings adjacent to the site or the Work or (2) the Building in the event of partial occupancy.

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§3.13.4 Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrance and parking areas other than those designated by Owner. Without limitation of any other provisions of the Contract Documents, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the Building, as amended from time to time.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 Prior to the Architect's inspection for Submittal Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, the Commissioners Court of Owner, all elected officials, employees and agents of Owner and of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty, or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from, or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract, or (3) the act or omission of Contractor, a Subcontractor, or an individual, partnership, joint venture, corporation or other entity (a) directly or indirectly employed by Contractor or a Subcontractor, or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself to the extent covered by Owner's all-risk

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builder's risk insurance, subject to Contractor's liability for any deductible amounts thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising solely from the wanton and willful negligence or the malicious acts or omissions of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of Architect, its agents, or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications, (2) the giving of or failure to give directions or instructions by Architect, its agents, or employees, provided such giving or failure to give is the primary cause of the injury or damage, or (3) any matter prohibited by Section 130.002, Texas Civil Practice and Remedies Code. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding , or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner, and Owner shall have reasonably concluded that there may be legal defenses available to it or the other Indemnified Parties that are different from, or additional to, or inconsistent with, those available to Contractor, then Owner shall have the right to select separate counsel to participate in the defense of such action on its own and the other Indemnified Parties behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification section. Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject. The obligations of Contractor under this Section shall survive the expiration of the Contract and specifically shall survive the limitations contained in Subsection 15.1 hereof.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.19 SUBSTITUTIONS OF PRODUCTS AND SYSTEMS, "OR EQUAL" BRANDS

§ 3.19.1 The materials, products and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products or systems provided that it meet the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

§3.19.2 If, after award of contract, the Contractor or one of his Subcontractors or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate modification.

§3.20 RECORD DRAWINGS

§3.20.1 At the completion of the project, the Contractor shall submit one complete set of blue lines showing all changes and routing of utilities made during construction, excluding Architect made CAD changes, to the Architect. Drafting shall be legible to the Architect's satisfaction. The Contractor shall pay for the cost of the required recording/drafting. The record set shall be kept up to date on a daily basis and the Architect shall review its status at the project meetings. The Architect shall furnish the Contractor with a blueline set at contract award which shall have all Addenda incorporated. The Owner will pay for the printing of the blueline set. The Architect will incorporate any record information into the construction (CAD) documents and provide the Owner with an electronic copy of the record information on the Construction documents that have all bid and construction changes incorporated. The cost for incorporating the record information into the CD will be paid for by the Owner. The Architect will transmit the electronic CD to the Owner with a copy of the transmittal to the Contractor's construction manager.

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ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Architect shall not have control over or charge of and shall not be responsible for safety precautions and programs in connection with the Work. Architect shall be responsible for promptly notifying Contractor of the failure of Contractor, Subcontractors or any other persons performing any of the Work, in failing to use proper construction means, methods, techniques, sequences, procedures, safety precautions and programs, but only to the extent Architect becomes aware of, or should, exercising due professional diligence, be aware of, same. Architect shall also promptly notify Owner in writing of the failure of any of the foregoing parties to carry out the Work in accordance with the Contract Documents.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority and responsibility to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors,

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material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or reject, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 **DELETED.**

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site or to otherwise furnish labor, material, or other services with respect to a portion of the

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Work. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, but no later than 10 days prior to the submittal date for the Contractor's first Application for Payment, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. Failure of the Contractor to submit the subject names in a timely manner may delay processing of the Contractor's Application for Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 All subcontracts shall be in written form and shall specifically provide that Owner is an intended third-party beneficiary of the subcontract.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

§ 5.5 Contractor shall promptly notify Owner and Architect of any material defaults by any Sub-contractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Sub-contractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 DELETED.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be only based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect and is subject to the approval of Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work. Except as permitted in Sections 7.3 and 9.7, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited, to all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

§7.2.3 Contractor shall keep and periodically submit to Owner copies of a log for all Change Orders.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Contractor shall keep and periodically submit to Owner copies of a log for all Construction Change Directives and a log for all requests for information.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that

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application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed a total maximum of **fifteen** percent **(15%)** for all Work, and further limited to as follows, not to exceed five percent (5%) for Work done by Contractor's employees and **ten** percent **(10%)** of such Work's actual cost to be apportioned between any and all Subcontractors and Sub-subcontractor. "*Actual cost*" does not include any item that could be deemed to be a general conditions cost or overhead, such as, but not limited to, the cost of Contractor and Subcontractor supervisory personnel assigned to the Work, and field office and related expenses. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority after having obtained Owner's approval to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.1.1 The Work shall be fully completed within the time limit and/or date stated in the Contract between Owner and Contractor.

§ 8.1.1.2 Liquidated Damages: If the Contractor should fail to fully complete the Work within the stated time (subject however to extension of time duly granted in the manner and for the causes specified in the General Conditions), Contractor shall be charged by and shall pay to Owner, as liquidated damages, the sum specified in Section 3.1.1 of the modified AIA Document A101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", per calendar day that the Work remains incomplete beyond the time fixed for completion. Contractor hereby agrees that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage that would or will be suffered in the event that Contractor should fail to fully complete the Work by the time limit or date stated and the amount of the liquidated damages are fair and reasonable. The parties agree that the liquidated damages are a reasonable forecast of just compensation for the harm done to Owner that would be caused by Contractor's failure to timely complete the Work. Contractor agrees that the amount of liquidated damages due Owner may be deducted by Owner from any monies that might otherwise be or become payable to Contractor.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation, provided, however, that such extension of Contract Time shall be net of any delays caused by or due to the fault or negligence of Contractor or that are otherwise the responsibility of Contractor and shall also be net of any contingency or "float" time allowance included in Contractor's construction schedule. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Contactor shall not be entitled to damages of any type for delays caused by Owner, his servant,

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agents, employees, or separate Contractors hired or retained by Owner. Contractor may receive an extension or extensions for additional time in which to complete the Contract but shall not receive any damages of any type for such delays. Changes in the Work, regardless of the extent or number of such Changes or Owner's exercise of any of its remedies of suspension of the Work or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.1 Commitment of Current Revenues Only. As provided in Section 4.5 of the modified AIA Document A101 – 2007, Standard Form of Agreement Between Owner and Contractor, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", in the event that, during any term hereof, the governing body of the Owner does not appropriate sufficient funds to meet the obligations of the Owner under this Contract, then the Owner may terminate this Contract upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the Owner pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Owner and to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work which in the aggregate equals the total Contract Sum, divided so as to facilitate payments to Subcontractors, supported by such evidence of correctness as Architect may direct or as required by Owner. This schedule, when approved by Architect and Owner, shall be used to monitor the progress of the Work and as a basis for Certificates for Payment. All items with entered values will be transferred by Contractor to the "Application and Certificate for Payment," and shall include the latest approved Change Orders and Construction Change Directives. Change Order values and Construction Change Directives values shall be broken down to show the various subcontracts. The Application for Payment shall be on a form as provided by Architect and approved by Owner. Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed, and value yet to be completed. All blanks and columns must be filled in, including every percentage complete figure. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. Any allowances included in the Application for Payment shall be separately itemized with supporting data attached. The Application for Payment shall be accompanied by a certification by an officer of Contractor to the effect that:

> There are no known mechanics', materialman's or laborers' liens or claims, or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist at the date of this Application; all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application and there is no known basis for the filing of any mechanics', materialman's or laborers' lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the Work; and waivers and releases from all Subcontractors, laborers, and material men for Work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens and claims under the laws of the state within which the Project is located and shall be delivered to Architect together with Contractor's waiver and release of liens and claims at the time of submission of the Application for Payment.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing by the Owner and Surety. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and on all other information available to Architect including, without limitation, the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified and that the aggregate amount theretofore paid to Contractor plus any applicable retention does not exceed the value of the completed portion of the Work. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as

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may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, or that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion within the Contract Time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of the Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to, those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 DELETED.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not, for reasons other than a default of the Contract, including, but not limited to, those defaults set forth in Sections 9.5.1.1 through 9.5.1.7 pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.7.1 If Owner is entitled to reimbursement or payment from Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Contractor fails to promptly make any payment due Owner, or if Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, Owner shall have an absolute right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Contractor from Owner, or (ii) issue a written notice to Contractor reducing the Contract Sum by an amount equal to that which Owner is entitled.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof (which Owner agrees to accept separately) is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of issuance of the certificate of final payment by Architect unless otherwise provided in the Certificate of Substantial Completion. The Work will not be considered suitable for Substantial Completion review until all Project systems included in the Work are operational as designed and scheduled, all designated or required governmental inspections and certifications have been made and posted, designated instruction of Owner's personnel in the operation of systems has been completed, and all final finishes within the Contract are in place. In general, the only remaining Work shall be minor in nature, so that Owner and/or Owner's employees and if applicable, the public, could occupy the building on that date and the completing of the Work by Contractor would not materially interfere or hamper Owner's or Owner's employees and if applicable, the public, (or those claiming by, through, or under Owner) from normal County operations. As a further condition of Substantial Completion acceptance, Contractor shall certify that all remaining Work will be completed within thirty (30) consecutive calendar days or as agreed upon following the Date of Substantial Completion. If Contractor requests a Substantial Completion review, and Architect, after performing the Substantial Completion review, finds that the Project was not ready for the Substantial Completion review, then Contractor shall pay the Architect's fees for any additional Substantial Completion reviews.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met: (1) All inspections by governmental authorities have jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect. (2) All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner's opinion, cause interference to the Owner's use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

§9.8.7 After the date of Substantial Completion of the Project, as evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of thirty (30) days, unless extended by mutual agreement or provision of the Contract, within which to correct all deficiencies attached to the Certificate of Substantial Completion. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the Contractor's surety. In this report, the Contactor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld

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by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 faulty or defective Work appearing after Substantial Completion.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property

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adjacent to the project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 DELETED.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.

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§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 DELETED.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 11.1.5 SCHEDULE OF INSURANCE COVERAGES

§ 11.1.5.1 Contractor shall carry and keep in full force for the duration of the project the following Coverage.

Coverage	Minimum Amounts and Limits
Worker's Compensation	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	$500,000.00/each accident
Bodily Injury by Disease	$500,000.00/each employee
Bodily Injury by Disease	$500,000.00/Policy Limit
Commercial General Liability	
Bodily Injury/Property Damage	$1,000,000.00 per occurrence $2,000,000.00 aggregate

(Premises Operations, Independent Contractors, Product/Completed Operations, Personal Injury, Contractual Liability, Explosion, Collapse, Underground and Broad Form Property Damage).

Comprehensive Automobile Liability	$1,000,000.00 Combined Single Limit per Occurrence

Auto liability insurance shall be on a standard form written to cover all owned, hired, and non-owned automobiles. The policy shall be endorsed to include the Indemnified Parties (Section 3.18) as additional insured, contain cross-liability and severability of interest endorsements, and state that this insurance is primary insurance as regards to any other insurance carried by the Indemnified Parties (see Section 3.18).

§11.1.5.2 All policies shall contain special endorsements to include:

.1 The Owner as an additional insured (except for Worker's Compensation) and all other parties identified in 3.18 (Indemnified Parties);

.2 Wavier of Subrogation in favor of Owner under the Worker's Compensation and Employer's Liability policies.

.3. A statement that a notice shall be given to Owner by certified mail thirty (30) days prior to cancellation or upon any material changes in coverage.

4. Contain cross-liability and severability of interest endorsements;

5. state that this insurance is primary insurance in regard to any other insurance carried by the an Indemnified Party (see Section 3.18);

.6 the following coverage:

a. Premises/Operations;
b. Independent Contractors;
c. Completed Operations for a period of two years following the acceptance of Contractor's Work;
d. Comprehensive General Liability Endorsement to include Blanket Contractual Liability (specifically covering, but not limited to, the contractual obligations assumed by Contractor, Broad Form Property Damage, and Personal Injury Liability with employee and contractual exclusions removed;
e. Deletion of exclusions relative to Collapse, Explosion, and Underground Property Damage Hazards;
f. Personal Injury Liability with the contractual exclusions removed;
g. Cross Liability Endorsement.

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§11.1.5.6 Umbrella Excess Liability Insurance

Bodily Injury and	$2,000,000.00 per occurrence
Property Damage	$2,000,000.00 aggregate

This policy shall be written on an umbrella excess basis above, the coverage described in this Article 11. The policy shall be endorsed to include the Indemnified Parties (3.18) as additional insureds. The policy shall contain cross-liability and severability of interest endorsements and shall state, as regard the Indemnified Parties that the insurance is primary insurance as to any other insurance carried by any Indemnified Party. The policy shall be endorsed to provide the defense coverage obligation.

§11.1.6 Further, Contractor shall require all Subcontractors to carry similar insurance coverage and limits of liability as required under this Article 11, adjusted to the nature of Subcontractor's operations and submit same to Owner for approval before any Work commences.

§11.1.7 In the event Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, Contractor shall indemnify, defend, and hold harmless the indemnified parties from any and all claims for which the required insurance would have provided coverage.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.2.1 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that coverage will be based on proper reporting or classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

§11.2.2 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Article 11.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Contractor shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. The policy must also name its subcontractors and the Owner as additional insured, as their respective interests may appear. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in Texas. The policy must have the following endorsement: "This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.1.1 For any claim made against Contractor's Builder's Risk Insurance, the deductible shall not exceed $2,500.00 for a Contract Sum of less than $4 million. For a Contract Sum of $4 million or more, the deductible shall

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not exceed $5,000.00.

§11.3.1.1.2 The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.1.1.3 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers. The Contractor shall pay all Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements shall require Subcontractors to make payment to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.3.1.2 DELETED.

§ 11.3.1.3 DELETED.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use shall not affect the validity or coverage of property insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE
DELETED.

§ 11.3.3 LOSS OF USE INSURANCE
DELETED.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 DELETED.

§ 11.3.6 DELETED.

§ 11.3.7 WAIVERS OF SUBROGATION
The Contractor waives all rights against (1) Owner, the Subcontractors, Sub-subcontractors, agents, and employees, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their Subcontractors, Sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to Article 11 or other property insurance applicable to the Work, except such rights as Contractor has to proceeds of such insurance held by the Contractor as a fiduciary. The Contractor, as appropriate, shall require of any separate contractors, Subcontractors, Sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification,

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contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 DELETED.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract and also a one hundred percent (100%) Payment Bond, as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with the Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Subchapter A of Chapter 3503 of the Texas Insurance Code

§11.4.1.1 The Contractor shall deliver the required Bonds to the Owner not later than the date of the preconstruction meeting. All Bonds will be reviewed by the Architect for compliance with the Contract Documents prior to the execution of the Contract. In the event that Architect has any questions concerning the sufficiency of the bonds, Architect shall refer the bonds to Owner or Owner's representative for decision.

§11.4.1.2 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code. Bonds shall be signed by an agent resident in the State of Texas and date of bond shall be on or after the date of execution of the Contract but prior to the date of the notice to proceed. If at any time during the continuance of the Contract, the surety of the Contractor's bonds becomes insufficient, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld until sufficient bonds are provided by Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time or Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

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§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect as incomplete, defective, or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the entire Work (unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from Owner. This obligation under this Subsection 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§12.2.2.4 Just before the termination of the various guarantee periods, Contractor shall accompany Owner's agent and Architect on an inspection tour of the building and shall note any defects and shall start remedying these defects within ten (10) days of the inspection tour and shall prosecute the Work without interruption until accepted by Owner and Architect, even though such prosecution should extend beyond the limit of the guarantee period.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused in whole or in part by the Contractor's correction or removal of Work that is defective or otherwise not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents or under law or in equity. Establishment of the period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is defective or otherwise not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation or other entity for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice or if delivered by facsimile to the offices of the person or corporation for which it was intended. Facsimiles received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity or by any other agreement, and any such rights and remedies shall survive the acceptance of the Work and/or any termination of the Contract Documents.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Architect, Owner and Contractor shall be afforded a reasonable opportunity to attend, observe, and witness all inspections and tests of the Work. Architect or Owner may at any time request and receive from Contractor satisfactory evidence that materials, supplies, or equipment are in conformance with the Contract Documents. The conduct of any inspection or test and the receipt of any approval shall not operate to relieve Contractor from its obligations under the Contract Documents unless specifically so stated by Owner in writing.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, or reveal faulty or otherwise defective Work, or if the necessity of any such testing, inspection, or approval procedures arises out of the fault, neglect, or omission of Contractor, Contractor shall bear all costs of such testing, inspection, and approval

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procedures and all other costs made necessary by Contractor's failures, including, without limitation, those costs of repeated and additional procedures and compensation for Architect's services and expenses of Owner's personnel and consultant fees and expenses. Such costs shall be paid by Contractor within ten (10) days of receipt of invoice from Owner with supporting data attached.

§ 13.5.4 Required certificates of testing, inspection or approval shall, be secured by the Contractor and delivered to Owner, unless such testing or inspection services are arranged by Owner.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

An overdue payment bears interest at the rate of zero percent (0%) each month, or at the legal rate established by the Texas Government Code, currently in Section 2251.025. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives an invoice from Contractor.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract within the time period specified by applicable law.

§ 13.8 EQUAL OPPORTUNITY

§ 13.8.1 The Contractor shall maintain policies of employment as follows: "The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment, or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies."

§13.8.1.1 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§13.9 CERTIFICATION OF ASBESTOS-FREE PROJECT

§13.9.1 Contractor shall submit to the Architect a letter addressed to the Owner certifying that all materials used in the construction of this Project contain less than 0.10 by weight of asbestos and for which it can be demonstrated that, under reasonably foreseeable job site conditions, will not release asbestos fibers in excess of 0.1 fibers per cubic centimeter. Certification letters shall be dated, shall reference this specific Project, and shall be signed by not less than two (2) officers of the construction company.

§13.9.2 Certification shall further state that should asbestos fibers be found at this Project in concentrations greater than 0.1 fibers per cubic centimeter, that Contractor shall be responsible for determining which materials contain asbestos fibers and shall take corrective action to remove those materials from the Project at no additional cost to the Owner.

§13.9.3 Final payment shall not be made until this letter of certification has been received.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

(Paragraphs deleted)

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed in accordance with the Contract Documents.

§ 14.1.4 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subsections 14.1.1 and 14.1.2.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 refuses or fails to supply enough properly skilled workers or proper materials and equipment;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 disregards the instructions of Architect or Owner (when such instructions are based on the requirements of the Contract Documents);

.5 is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar law; or

.6 otherwise does not fully comply with the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs that would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by Owner and confirmed by Architect.

§14.2.5 In addition to Owner's right to remove Contractor from any part of Work pursuant to the Contract Documents, Owner may, at any time, at will and without cause, terminate any part of Work or any subcontract or all remaining Work for any reason whatsoever by giving seven (7) days' prior written notice to Contractor specifying the part of Work or subcontract to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of Work not terminated. If any part of Work or subcontract is so terminated, Contractor shall be entitled to payment for Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for costs directly related to Work thereafter performed by Contractor in terminating

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such Work or subcontract including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner. No payment shall be made by Owner, however, to the extent that such Work or subcontract is, was, or could have been terminated under the Contract Documents or an equitable adjustment is made or denied under another provision of the Contract. In case of such termination, Owner will issue a Construction Change Directive or authorize a Change Order making any required adjustment to the Date of Substantial Completion and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect.

§14.2.6 Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subsection 14.2.5.

§14.2.7 Upon a determination by a court of competent jurisdiction that termination of Contractor pursuant to Subsection 14.2.1 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Subsection 14.2.5 and Contractor's remedy for wrongful termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Subsection 14.2.5

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right adjustment or interpretation of the Contract Terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Claims must be by written notice.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Said written notice of

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Claims shall state specifically the reason for the Claim, the date or dates of the cause or causes of the Claim, and if any extension of time is requested, the number of days of extension requested.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Said notice shall itemize all Claims and shall contain sufficient detail and substantiating data to permit evaluation of same by Owner and Architect. No such claim shall be of value unless so made. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Extensions of time may be requested for any month of construction for days lost due to adverse weather in excess of the normally expected lost time; provided, however, if Architect determines that the seasonal average of adverse weather days during construction is less than would be normally expected, no Change Order shall be issued and the request for extension of time shall be denied.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

(Paragraph deleted)

Contractor shall not be entitled to claims for additional time and/or increase in Contract Sum due to a problem or non-performance of a subcontractor.

§ 15.1.7 In the event the Contractor fails to achieve substantial completion by the date indicated in the Contract, and extended by approved Change Order, the Owner shall be entitled to liquidated damages in the amount as stated in Subsection 3.1.1 of the modified AIA document A101 – 2007, General Conditions of the Contract for Construction, to which this AIA Document A201-2007, General Conditions of the Contract for Construction, is attached as Exhibit "C", per day until the Work is substantially completed. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages, which will be sustained by Owner in the event that the Work is not completed within the agreed time, or within the legally extended time, if any. Said sum shall be considered as liquidated damages only, the exact ascertainment of which is difficult, and in no sense be considered a penalty.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data

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from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 DELETED.

§ 15.2.6.1 DELETED.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 DELETED.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

The parties expressly agree that disputes or claims arising under the Contract Documents shall not be subject to arbitration unless mutually agreed by the parties in writing.

§ 15.4.1 DELETED..

§ 15.4.1.1 DELETED.

§ 15.4.2 DELETED.

§ 15.4.3 DELETED.

Init.
/

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User Notes: (1348618055)

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 DELETED.

§ 15.4.4.2 DELETED.

§ 15.4.4.3 DELETED.

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User Notes: (1348618055)

EXHIBIT "C"

SAMGA-1 OP ID: EA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2015

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 Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Cynthia Cabaza, CIC	CONTACT NAME: Erika Alanis PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: ealanis@swkins.com
INSURED Sam Garcia Architect P. O. Box 716 McAllen, TX 78505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Security Insurance Co — 24082 INSURER B : HARTFORD INSURANCE CO. — 29424 INSURER C : Allmerica Financial Benefit In — 10212 INSURER D : Lloyds of London 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			BZS1655545182	07/01/2015	07/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			AWDA53778200	01/20/2015	01/20/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			65WBCAJ5422	11/27/2014	11/27/2015	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			14LFSPL0155	04/18/2015	04/18/2016	EachClaim	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Schedule of vehicles:
2008 Audi VIN# WAUNF78P38A066950

CERTIFICATE HOLDER

Hidalgo County
2812 S Highway Bus 281
Edinburg, TX

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

Cynthia Cabaza

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EXHIBIT "D"

SAM GARCIA ARCHITECT

July 31, 2015

Mr. Armando Pompa
Director of Field Operations
Hidalgo County Precinct 2
4011 Veterans Blvd.
San Juan, TX 78589
Phone: (956) 787-1891 (o)
(956) 537-9448 (c)
armando.pompa@co.hidalgo.tx.us

RE: Professional Services Proposal for Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades (McAllen, TX)

Mr. Pompa:

I am happy to present this document to you. We have been in communication for the past couple of months regarding this project. As instructed, I am presenting a breakdown of the course of action for this project - phase by phase. My understanding of the overall scope of work is based on different conversations that I have had with you and County Commissioner Eddie Cantu. Please review the following list to make sure that I completely understand what this project is going to entail.

UNDERSTANDINGS AND ASSUMPTIONS:

- The project is located at 301 E. Hackberry Ave. in McAllen, TX
- Hidalgo County will survey, subdivide, and re-plat as needed
- Hidalgo County will provide the property survey that includes metes & bounds, setbacks, utilities, and right-of-ways.
- Proposal includes Architectural, Landscaping, Structural, and MEP Engineering services *
- Proposal excludes Civil Engineering, Demolition, and Abatement services
- Proposal excludes Soil Testing and Environmental Testing
- Palmer Pavilion shall be repurposed into the following:
  - Indoor Baseball training facility with batting cages and other drill areas
  - Indoor waiting/viewing areas
  - Restrooms & storage space for the Baseball training center
  - Dedicated indoor spaces for Senior Citizens, including recreation and meeting areas
  - Restrooms & storage space for the Senior Citizen area(s)
- Les Gilmore Kitchen scope of work includes:
  - Complete redesign of the entire kitchen
  - Include code compliant cooking spaces
  - Include sanitary food preparation areas
  - Include exterior seating/picnic area(s)
- Cost Assumptions:

Cost of Construction shall be:	$ 820,000
*A/E fees shall Stipulated Sum of:	$ 55,000
Contingency Earmark shall be:	$ 25,000
OVERALL PROJECT COST	$ 900,000

PHASE-BY-PHASE BREAKDOWN:

Schematic Design: Stipulated Sum Fee of $ 8,250

Rendered Site Plan
Floor Plans of Amenities
Area Tabulations
Preliminary Code Review
Elevation Concepts

Based on Owner provided property survey and project information, I will prepare a conceptual design package that I will present to Hidalgo County Precinct Two personnel. Based on Owner comments I will incorporate five (5) revisions as part of this phase. When overall concept is agreed upon, I will provide preliminary code analysis, area calculations, and cost estimate.

Design Development: Stipulated Sum Fee of $ 11,000

Based on the approved schematic design and review of meetings to be held with Hidalgo County Precinct Two personnel, I will prepare a design development CADD package to be used for preliminary pricing for the project. The package will include four detailed building sections, dimensioned building floor plan, site plan, preliminary Structural and MEP Drawings and an outline specification for the approved concept to follow any revisions or value engineering as per our meetings and discussions with the Owner. If design adjustments need to be made to meet the budget objectives, we will provide five (5) revisions to this package within basic services upon request by the Owner. We will also provide the Architectural Site Plan and progress Civil Engineering plans to the City of McAllen Planning and Engineering Departments for Site Plan approval. I will conduct a project design review meeting with the City of McAllen Inspections and Fire Department to assure code compliance and Fire Department access requirements.

Construction Documents: Stipulated Sum Fee of $ 24,750

Based on approved design development drawings, Sam Garcia Architect LLC will prepare construction documents for the project as required for the permitting and construction of the project. The construction documents will include the following:

➔ Architectural, Landscaping, Structural, and MEP Engineering plans and specifications for the purpose of final pricing, permitting, and construction of the project.

Sam Garcia Architect LLC will assist the Owner in obtaining proposals for Owner direct vendors or consultants if request on an additional hourly basis. Please note: No additional services will be provided without the prior written consent from Hidalgo County Precinct Two personnel.

Bidding & Negotiation + Construction Administration: Stipulated Sum Fee of $ 11,000
(Based on a 6 month construction schedule)

Sam Garcia Architect LLC will provide the following minimum construction phase services within the base contract agreement. Refer to Additional Services for optional construction phase services to be provided on an as requested hourly fee basis.

- Assist the Owner in the coordination of the Bid process.
- Prepare and post invitation to Bidders, addendums (if needed) and evaluation of Bids.
- Participate in Pre-bid Conference
- Participate in a pre-construction conference with the contractor and project team

- Participate in twenty-four (24) site visits during the construction of the project and prepare and follow up field reports with photographic documentation.
- Review specified shop drawings and submittals.
- Submit plans required for State accessibility plan review.
- Issue Architect's Supplemental Instructions as response to General Contractor's RFI's as needed.
- Review and approve contractor submitted pay applications and change orders.
- Prepare a final project punch list and provide five (5) follow-up inspection reviews.
- Issue a certificate of substantial completion.
- Mileage expenses throughout Hidalgo County are included as part of the basic fee services.

Additional Services: Hourly Fee Schedule or Separate Proposal

The following additional services are excluded from the basic services fee proposal and may be provided as an additional hourly fee on an as required basis or by separate proposal once a scope of work is defined:

- Significant design revisions following previous phase approvals or substantial completion of construction documents, which are not due to design errors or omissions.
- Revisions related to state accessibility review and inspection reports.
- Preparations of as-built record drawings.
- Furniture plans.
- Value Engineering and review of alternate materials submitted by the Contractor.
- Additional construction phase project meetings, field reports, and contractor correspondence.

Hourly Fee Schedule:

Architectural services listed as hourly or construction in addition to the basic services listed above will be completed per our standard hourly fee schedule below or separate proposal:

Principal	$145.00
Engineer and Associate	$105.00
Technical Assistant	$ 65.00
Clerical	$ 35.00

Agreement:

If the terms of this proposal and the attached General Terms and Conditions meet with your approval, please return a signed original of this agreement to serve as authorization to proceed with services. Thank you again for the opportunity to submit this proposal.

Submitted by:

Sam Garcia AIA
Principal
Sam Garcia Architect LLC

Accepted by:

Mr. Armando Pompa
Director of Field Operations
Hidalgo County, Precinct 2

5/4/15
Date

1. **AI-51322** Presentation of the responsible vendor submitting the lowest and best sealed quote/bid [attached herein] for the purchase of 1.5 ton Double Drum Roller (Wacker) in the amount of $13,007.14 from United Rental.

   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: 3 - 0 - Unanimously

2. **AI-51262** A. Clarification purposes to include "Construction Materials Testing Services" [in addition to captioned & approved Geo-Technical Services by CC - 09/01/15-AI#50964] with the number one ranked firm as selected through County's protocol from the "POOL" of Engineering;

   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: 3 - 0 - Unanimously

   B. Acceptance and approval of a professional services agreement with **"Millennium Engineers Group, Inc.", Contract #C-15-319-09-29** for the provision of **"Construction Materials Testing and Geo-Technical Services"** [on-call on an as needed basis] for projects located within Hidalgo County Precinct One as approved for negotiations by CC on 09/01/15 through County's protocol from the "POOL" of Engineering.

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

F. Pct. 2

1. **AI-51347** Acceptance and approval to execute the final form of AIA Agreement with Sam Gracia Architects, (as approved for negotiation on CC 4/14/15) in connection with the"Palmer Pavilion/Les Gilmore Kitchen Renovations and Upgrades," subject to legal final review.

   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 subject to legal review.

   Vote: 3 - 0 - Unanimously

2. **AI-51348** Acceptance and approval to execute the final form of AIA Agreement with The Warren Group Architects, Inc., (as approved for negotiation on CC 4/14/15) in connection with the"Construction of a County Wide Service Shop," and subject to legal final review.

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

3. **AI-51288** Requesting approval of Supplemental Agreement No. 7 with R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of $30,873.00 for services under Work Authorization No. 12 for the Pct 2 South Fork Drainage Project.

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

4. **AI-51309** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

   On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

   Vote: 3 - 0 - Unanimously

   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 Pct No.2 Eldora Road (Jackson-I Rd) Project.

Evaluation	L&G Engineering	B2Z Engineering	South Texas Infrastructure Group, LLC

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
September 15, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

   All members of the Court were in attendance.

2. **Pledge of Allegiance**

   Judge Garcia led the Court in reciting the Pledge of Allegiance.

3. **Prayer**

   Virginia Townsend led everyone in Prayer.

4. **Approval of Consent Agenda**

   The Court moved to approved the Consent Agenda.

   Court proceeded to Item.12.A.

5. **Open Forum**

   Ida Curiel, LUPE organization, came in front of the Court to voiced her concern in regards to the "Alumbrado Publico en las Colonias" or Phase 1, as it is now known. She stated that the neighborhood is prepared for the upgrades and wants to make sure that the court is ready to start as well.

   Josue Lopez, LUCHA, approached the Court to request a date to meet with the members in relation to the MSR program. Judge Garcia advised Mr. Lopez to get in contact with his office for further information.

   Norma Aldape, LUPE and LUCHA organization, invited the members of the Court to the second gala being held October 15, 2015 in order to raise money for the organization.

   Jorge Abrego came in front of the Court to speak about the recent issues that he has come about with the City of McAllen Police Department. He stated that he was wrongly accused of carrying a firearm when he was not. Due to all these issues and false accusations he has under gone several health issues. He just wants to make it clear that he is innocent and is tired of being falsely accused.

   Fern McClaugherty expressed her stand on the future purchase of land for the park in Lopezville. She encouraged the Court to investigate the surroundings of the area before purchasing. Ms. McClaugherty also mentioned the additional fees that the county will be charging in order to collect for the new courthouse.

   Commissioner Cuellar stepped away from the meeting.

   Once again Opal Billman came in front of the Court to speak about the unfair treatment and division of her community property.

   Ramiro Treviño recognized the proper actions that Commissioner Eduardo "Eddie" Cantu took after his complaint in regards to several projects done in the City of San Juan.

   Commissioner Cuellar joined the meeting.

   Leticia Cano from Los Olivares neighborhood, Pct.1 spoke about the issues with the potholes around her neighborhood.

   Andrea Landeros thanked Commissioner Eduardo "Eddie" Cantu for supporting their meeting. Additionally she also invited Commissioner A.C. Cuellar to an upcoming meeting in relation to the

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Hidalgo County/Amendment to Contract C15-160-09-15 (Palmer Pavilion/Sam Garcia Architect)

From : Debra L. Goetz <dgr@atlashall.com> Wed, Feb 24, 2016 09:45 AM

Subject : Hidalgo County/Amendment to Contract C15-160-09-15 (Palmer Pavilion/Sam Garcia Architect) 2 attachments

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>, 'Heidi Garcia Ortiz' <heidi.ortiz@co.hidalgo.tx.us>

Letty and Heidi,

As we discussed this morning, attached for your review is the approved version of the amendment.

Please let me know if you have any questions or comments.

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

Atlas Hall Rodriguez

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Atlas Hall Rodriguez **image001.jpg**
5 KB

C15-160-09-15 Sam Garcia-Amendment No 1 (final).docx
72 KB

AI-53663

Purchasing Department 21.
C. 1.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Due to cancelation of the project, **Rescind** action taken (**CC 02/04/15-REG. AI-48332**) ranking as #1 the firm: **ERO Architects** for the purposes of negotiating a professional (AIA form of Agreement) for the **"Design and Construction of a Mechanical Shop"** in **Hidalgo County Precinct No. 4;**

B. Due to the cancelation of the project, **Rescind** action taken (**CC on 05/19/15 - REG. AI-49639**) ranking as #1 the firm: **Broaddus & Associates, Inc.** for the purposes of negotiating a "professional construction management services agreement" for the **"Design and Construction of a Mechanical Shop"** in **Hidalgo County Precinct No. 4.**

BACKGROUND

CC mins-02/04/15-ERO
CC mins-05/19/15-Broaddus
Email from Pct 4

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
With this action, there would be no fiscal impact.

Attachments

CC mins 051915-Broaddus & Assoc-Pct 4
CC mins-020415-ERO-Pct 4
email frm Pct 4-Rescind action for - ERO & Broaddus

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/03/2016 05:03 PM

Final Approval	Monica Badillo	03/04/2016 08:32 AM
Form Started By: Letty Saenz		Started On: 03/03/2016 02:53 PM
Final Approval Date: 03/04/2016		

SPECIAL MEETING - May 19, 2015

BE IT REMEMBERED, that on this 19th day of May A.D., 2015, 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 EDUARDO "EDDIE" CANTU	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:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
May 19, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

All members of the Court were counted present.

2. **Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

Virginia Townsend led the Court and Audience in Prayer.

At this time, the Court proceeded to Items 6.A and 22.A.

4. **Approval of Consent Agenda**

The Court moved to approve the Consent Agenda.

5. **Open Forum**

Lizbeth Gonzalez, Precinct 4, presented a video revealing the excessive flooding and damage the rain caused during the last couple rain events. It also displayed the relief efforts by the Precincts, the County Judge, and Emergency Management. Commissioner Palacios expressed his gratitude for the prompt assistance from them and stated they will continue working to bring normality to the communities. Judge Garcia pointed out that the County should be more vigilant at indicating low-lying areas to home and property buyers.

Maria Champion expressed her disapproval of assessments in certain subdivisions and feels it is unfair for low income residents.

Luis Deleon informed the Court of the abundance of trash and brush in LJ Subdivision in Precinct 1. He stated that he had attempted to contact them a year ago and would appreciate a community meeting with Commissioner Cuellar in effort to get clean up accomplished.

Norma Aldape, resident of Olivarez Acres and LUPE member, expressed her appreciation in the Courts' support in the public lighting bill currently in the State Legislature. She stated some residents are doubtful of a positive outcome, but she continues to believe in the intentions of the County leaders.

Luis Pena stated he was confused with the hiring practices in Hidalgo County.

Ramiro Trevino commented on hiring practices that he is in disapproval of.

Opal Billman stated she has continued to be unlawfully kept in false imprisonment. She requested her freedom and the release of their community property.

Fern McClaugherty was in disagreement with the additional fees that are charged by several county departments.

Mario Cano, Precinct 1, addressed the court regarding the rain damage and flooding. He asked the patience from the residents and wanted to let them know that they are doing their best to take care of all areas in their precinct. Commissioner Cuellar added that he was grateful for the assistance from everyone in the Court and they will address all the brush issues.

James Crowe expressed his concern over the assessment of his mobile home and the inclusion of personal property tax on the lot. He stated he feels that is why Hidalgo County is losing the Winter Texan population.
Hernan Rodriguez commented on the appraisal districts procedures of assessing valuation on property. He stated that the process is much more complicated to go before the appeals board and feels the system is does not support taxpayers.

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

24. **Purchasing Department - Marty Salazar:**

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

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

A. **Hidalgo County**

1. **AI-49734** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. District Attorney (1188FO and ST123DSK)
2. County Clerk

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval of 24.A.1.b.1 and 2.

Vote: 4 - 0 - Unanimously

2. **AI-49686** Acceptance and approval for County Judge to execute a Tenant Estoppel Certificate for "Lease of Office Space" for Hidalgo Co. Urban County with Triple R Medical Facilities, LTD.- C-13-177-07-23

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

3. **AI-49530** A. Pursuant to HC-Tax Office-Automated Tax Collection System RFP, Section III: Selection and Schedules, presentation by submitting vendors a summary of the system proposed with Q&A for the purpose of clarifications so as to assist the grading committee the opportunity to finalize the scoring;

The two vendors were Tyler Technologies and Appraisal and Collection Technologies and each gave their 15 minute presentations.

Commissioner Joe Flores joined the meeting.

Commissioner Eddie Cantu stepped out of the meeting.

The Court proceeded with the remainder of the agenda to allow more time for the tabulation of the scores.

B. Tabulation of scores, computing of a grid for the purpose of ranking of the vendors so as to proceed to negotiations commencing with the number one ranked firm of: **Appraisal and Collection Technologies**.

The Court further discussed the Item prior to adjournment; the entire Court was present for the vote.

Mrs. Salazar read the scores as follows:

Tyler Technologies: 87.3
Appraisal and Collection Technologies: 93.5

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

Mrs. Salazar affirmed that they will commence negotiations and the departments involved will be Purchasing and the Tax Office. Judge Garcia stated he would like to be involved in the negotiation process. Mrs. Salazar informed him that he could, but no more than two people from his office could be involved.

The Court proceeded to Executive Session.

4. **AI-49569** Acceptance and approval of a professional consultant services contract for provision of "Emergency Preparedness & Disaster Recovery Services" selected through Hidalgo County's membership participation with the HGAC's awarded vendor: Tetra Tech, Inc., fka, Beck Disaster Recovery Services with effective term today with termination to coincide with H-GAC's term of May 31, 2016.

E. **Pct. 4**

1. **AI-49639** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of "Construction Management" for the provision of "professional construction management services" for Project: "Construction of a New Mechanical Shop" in Hidalgo County Precinct 4;

CONSTRUCTION MANAGEMENT FIRMS:

Firms	Broaddus & Associates, Inc.	HOV Services, LLC / Meridian Consulting Group, LLC	Fulcrum Consulting Services
Scores	98	96	95
Ranking	1	2	3

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

APPROVED

C. Authority for the Purchasing Department to negotiate a professional construction management services agreement for Project: "Construction of a New Mechanical Shop" in Hidalgo County Precinct 4, commencing with the No.1 ranked firm **BROADDUS & ASSOCIATES, INC.** for Construction Management Services.

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

F. **Health & Human Services Dept.**

1. **AI-49653** Requesting approval to purchase One (1) New or newer 2015 Dodge Grand Caravan through the County's membership/participation with Buyboard Cowboy Chrysler-Dodge- Jeep (Contract #430-13) in the amount of **$22,106.80** which includes shipping and administration fee's. (Project #15-193-OGG)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI-49693** Requesting approval and acceptance of Memoruandum of Understanding between Health & Human Services and South Texas College (STC), to provide Excel training services to personnel.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

G. **Facilities Management:**

1. **AI-49402** **CONSTABLE PRECINCT ONE:**

Acceptance and approval of payment of Invoice Nine (final payment) in the amount of $2,340.95 as submitted by Alcocer Garcia Associates, Inc. for the provision of architectural services in connection to Contract #10-320-02-08 amid PO#660264-Construction of a New Constable Building-Precinct One with authority for County Treasurer to issue payment after County Auditor's Office review and processing procedures are completed.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

H. **Tax Office**

1. **AI-49696** Requesting authorization and approval to purchase One **(1) New 2016 Ford Expedition XL** through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$31,695.00** which includes delivery and a one time administration fee of $400.00. (Project #2015-194-OGG)

SPECIAL MEETING - February 4, 2015

BE IT REMEMBERED, that on this 4th day of February A.D., 2015, 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 EDUARDO "EDDIE" CANTU	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:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
February 4, 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 4.H to be pulled for discussion.

5. Open Forum

Marta Sanchez wanted to express her gratitude on behalf of LUPE and ARISE for the Commissioners for tackling the lighting issue in the colonias.

Fern McClaugherty questioned issues regarding car allowances for the D.A.s office, salary increases in the Sheriff's office, and the procedures of grading for services.

Ramiro Trevino expressed his concern over an issue regarding some employment transfers that he questioned at the last meeting of the year and reminded the court of transparency to the taxpayers.

Mario Bueno was there on behalf of Maria Bueno which wanted to thank the Commission for the cleanup efforts on their colonias.

Opal Billman spoke of her property that was sold without her authority and continues to be forced to false imprisonment.

Dairen Sarmiento spoke on behalf of the Health Fair Committee to announce of the Health Fair that will provide free health services and information for employees. It will be held at the Edinburg Activity Center on Wednesday, February 11, 2015 from 8 am – 5 pm.

Eddie Olivarez notified the Court and public that our County is one of the most vaccinated areas in the country and not to fear the measle situation experienced in other parts of the country.

6. County Judge's Office:

A. AI -48343 Appointment or Re-appointment of board members to the Hidalgo County Regional Mobility Authority Board of Directors for a two year term.

Commissioner A.C. Cuellar, Jr. stepped away from the meeting.

On motion by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, seconded by COMMISSIONER PCT. 3, JOE FLORES, the Court made a UNANIMOUS vote of approval to reappoint Alonzo Cantu representing the County Judge's Office, Forrest Runnels representing Precinct 4, and Rick Perez representing Precinct 3.

Vote: 4 - 0 -Unanimously

B. AI -48349 Appointment of board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of McAllen Board of Directors

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval to appoint Bobby Villarreal.

Vote: 4 - 0 -Unanimously

C. AI -48345 Discussion, consideration, and action to amend the Hidalgo County Tax Increment Reinvestment Zone (TIRZ) Policy.

NO ACTION taken on this Item.

Commissioner A.C. Cuellar, Jr. joined the meeting.

c. RG Estates Phase II – Pct. 4 (William Schwarz)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

3. Final Approval with Financial Guarantee
a. Acres of Santa Cruz Phase II-A – Pct. 3 (Richard Ruppert)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

b. Re-plat of Lot 12, Santa Cruz Ranches Ph I – Pct. 4 (Tomas Guzman)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

c. Pueblo De Palmas Ph. 16 – Pct. 4 (J. Gary Frisby)

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 – Unanimously

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

A. **AI -48224** Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $96.48 for the air emissions fee.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

21. **HIDTA - Task Force:**

A. **AI -48291** HIDTA US Justice Asset Forfeiture (1254):
Approval of the revised 2015 HIDTA US Justice Asset Forfeiture fund Overtime employee schedule approved by Commissioners' Court on 01/06/15 (AI-47861)

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: 5 - 0 - Unanimously

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

A. **AI -48353** Presentation regarding upcoming warrant postcard initiative

Mr. Ray Salazar, Budget and Management, delivered a presentation regarding a new program to inform violators that an arrest warrant has been issued via the U.S. mail. Violators with arrest warrants will have the opportunity to pay their fines online or at a local Justice of the Peace to avoid jail. The Warrant Post Card program supports the County's ongoing efforts to collect outstanding fees and fines.

At this time, Commissioner Joseph Palacios stepped away from the meeting.

B. **Budget Appropriations:**

1. **AI -48350** Various Departments (1304)
Approval of 2015 appropriation of funds for Various Departments in the total amount of $493,270.00 to fund the purchase of a replacement vehicles.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI -48312** Probate Court (1243):
Approval of 2015 appropriation of funds in the amount of $45,000.00 to fund various operating expenditures.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

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

B.) Work Authorization No.2 Lorenzana Subdivision project in the amount of $10,732.89

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

The Court proceeded to Item 23.C.2.

E. **IT Department:**

1. **AI -47738** a. Acceptance and approval to utilize and purchase through WSCA-NASPO Cooperative Purchasing Organization's awarded vendor, ShoreTel Inc through its' authorized partner, Richline Technical Services as permitted through Exhibit A-1 Addendum identified and approved to sell products/supports and related services under ShoreTel Inc's Contract #AR627 including the catalog support pricing for this year's services of Hidalgo County's existing ShoreTel Equipment List; and

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Acceptance and approval of proposal as submitted by Richline Technical Services in the amount of $61,527.34 for the continuation of the products support of Hidalgo County's existing ShorteTel's telephone equipment related services and items as described in supporting itemized proposed documentation with authority for County Judge or Court Member to execute pertinent forms.

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

F. **Pct. 4**

1. **AI -48332** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a "professional architectural services";

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County’s approved “pool” of **Architectural Firms** in connection to the **"Design and Construction of a Mechanical Shop"** at **Hidalgo County Precinct 4**;

ARCHITECTURAL FIRMS

Totals	ERO Architects	Milnet Architectural Services	ROFA Architects Inc.
Scores	99	96	95
Ranking	1	2	3

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

c. Authority for the Purchasing Department to negotiate a professional **(AIA form of Agreement)** for **Architectural Services** for the purposes of the **"Design and Construction of a Mechanical Shop"** at **Hidalgo County Precinct 4,** with the No.1 ranked firm **ERO ARCHITECTS** for Architectural Services.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

24. **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:

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI -48236** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Heights

D. **AI -48228** C-0020-15-B; Esther Mata De La Garza v. Hidalgo County, Precinct 3, Pl 1 and Judge Luis Garza

E. **AI -48240** C-0255-15-A; Pablo and Amanda Garcia ind. and as reps of Estate of Rai Garcia v Hidalgo County and Rosalaba Elizondo

F. **AI -48252** Claim of Domingo Sierra & Silvia Sierra

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Fwd: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Thu, Feb 25, 2016 11:26 AM

Subject : Fwd: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15 9 attachments

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>, Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>

Good Morning Ms. Letty,

Please proceed in rescinding the action taken for ERO and Broaddus & Associates for the Precinct 4 Mechanical Shop.
The Precinct will not be perusing the project at this time.

Should you have any questions please let me know, thank you!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Thursday, October 1, 2015 4:31:23 PM
Subject: Re: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15

Here you go Ms. Lulu ;-)

So you can have records of the emails during negotiations with ERO for same project.

Let me know if you need further information.

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

.. .D O N' T W O R R Y ... B E H A P PY.. .

----- Original Message -----
From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "jose ochoa" <jose.ochoa@co.hidalgo.tx.us>
Sent: Thursday, October 1, 2015 4:10:19 PM
Subject: Re: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15

Yes, the project is on hold and it would apply to both vendors.
Thank you!

Respectfully,

Lulu Lucio
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905

maria.lucio@co.hidalgo.tx.us

----- Original Message -----
From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "jose ochoa" <jose.ochoa@co.hidalgo.tx.us>
Sent: Thursday, October 1, 2015 4:02:14 PM
Subject: Re: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15

Ok, Thank you Ms. Lulu for the update.

What about ERO Architects for this same project?

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

.. .D O N' T W O R R Y ... B E H A P PY.. .

----- Original Message -----
From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "jose ochoa" <jose.ochoa@co.hidalgo.tx.us>
Sent: Thursday, October 1, 2015 3:50:47 PM
Subject: Re: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15

Good Afternoon Letty,

Please be advised that we are still on hold with this project, should you have any further questions please let me know.
Thank you, have a great afternoon!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Original Message -----
From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, July 2, 2015 2:38:41 PM
Subject: Re: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15

Thank you Ms. Lulu Laughing

Have a great July 4th Weekend.... Laughing

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

Laughing.. .D O N' T W O R R Y ... B E H A P PY.. . Laughing

----- Original Message -----

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, July 2, 2015 2:37:27 PM
Subject: Re: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15

Good Afternoon Ms. Letty,

Thank you for following up, we will be looking into site civil work that may be done for the shop area.

Please hold off as on now, I will advise you when we are ready to proceed.

Thank you for all your help, have a great weekend!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us
----- Original Message -----

From: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>, "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, July 2, 2015 2:24:28 PM
Subject: Broaddus - Ranked & Approved for Negotiations Process - CC 05/19/15

Ms. Lulu/Mr.Jessie-

Per our conversation, pursuant to previous directive by [Marcos-Pct 4], he advised to hold off on the negotiations process with the #1 ranked firm Broaddus (approved by CC on 05/19/15) until further notice.

Please advise when the Precinct is ready to proceed with the negotiations process with the #1 ranked firm for the purposes of a " Construction Management Services Agreement" for the "Design and Construction of the New Mechanical Shop" at Precinct 4.

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

Laughing.. .D O N' T W O R R Y ... B E H A P PY.. . Laughing

From : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us> Wed, Feb 18, 2015 05:45 PM
Subject : Negotiations Process-ERO-Design and Construction of the Mechanical Shop at Precinct 4 4 attachments
To : eochoa@goERO.com, David Iglesias <diglesias@goero.com>
Cc : joseph palacios22 <joseph_palacios22@yahoo.com>, Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Moises Salazar <moises.salazar@co.hidalgo.tx.us>

Good afternoon, Mr. Ochoa / Mr. Iglesias-

Pursuant to action taken by the Hidalgo County Commissioners' Court (refer to CC minutes attached hereto), your firm was ranked #1 and approved to proceed with the negotiations process of a professional architectural services agreement under the form of an (AIA) for the purposes of: **The Design and Construction of a Mechanical Shop** for **Hidalgo County Precinct No. 4.**

We ask that you please provide us with your **Scope of Work / Cost Proposal** and required **Insurance Certificates** so, as, to proceed with the negotiations process of a Professional Architectural AIA Agreement for the referenced project.

Should you have any questions, or require further information, please do not hesitate to contact our office at (956) 292-7000 Ext. 4861.

Respectively,

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...

---

undefined
343 B View Download

undefined
343 B View Download

Negotiations Letter-ERO-Mechanical Shop-Pct 4.pdf
108 KB View Download

AI-48332-CC-Approved 02-04-15-Ranking ERO.pdf
1 MB View Download

Download all attachments

From : Marcos Lopez <marcos.lopez@co.hidalgo.tx.us> Thu, Feb 19, 2015 10:05 AM

Subject : Re: Negotiations Process-ERO-Design and Construction of the Mechanical Shop at Precinct 4

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : eochoa@goERO.com, David Iglesias <diglesias@goero.com>, joseph palacios22 <joseph_palacios22@yahoo.com>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Moises Salazar <moises.salazar@co.hidalgo.tx.us>

We need to start moving asap

Sent from my iPhone

On Feb 18, 2015, at 5:45 PM, Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us> wrote:

> Good afternoon, Mr. Ochoa / Mr. Iglesias-
>
> Pursuant to action taken by the Hidalgo County Commissioners' Court (refer to CC minutes attached hereto), your firm was ranked #1 and approved to proceed with the negotiations process of a professional architectural services agreement under the form of an (AIA) for the purposes of: **The Design and Construction of a Mechanical Shop** for **Hidalgo County Precinct No. 4.**
>
> We ask that you please provide us with your **Scope of Work / Cost Proposal** and required **Insurance Certificates** so, as, to proceed with the negotiations process of a Professional Architectural AIA Agreement for the referenced project.
>
> Should you have any questions, or require further information, please do not hesitate to contact our office at (956) 292-7000 Ext. 4861.
>
> Respectively,
>
> **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
>
> <undefined>...DON'T WORRY...BE HAPPY...<undefined>
>
> <Negotiations Letter-ERO-Mechanical Shop-Pct 4.pdf>
>
> <AI-48332-CC-Approved 02-04-15-Ranking ERO.pdf>

From : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us> Thu, Feb 19, 2015 10:26 AM

Subject : Re: Negotiations Process-ERO-Design and Construction of the Mechanical Shop at Precinct 4 2 attachments

To : Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>

Cc : eochoa@goERO.com, David Iglesias <diglesias@goero.com>, joseph palacios22 <joseph_palacios22@yahoo.com>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Moises Salazar <moises.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

As soon as we start negotiating and come to an agreement on best and final offer..

Leticia H. Saenz, CPPB/Contracts Manager
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2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

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From: "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: eochoa@goERO.com, "David Iglesias" <diglesias@goero.com>, "joseph palacios22" <joseph_palacios22@yahoo.com>, "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
Sent: Thursday, February 19, 2015 10:05:43 AM
Subject: Re: Negotiations Process-ERO-Design and Construction of the Mechanical Shop at Precinct 4

We need to start moving asap

Sent from my iPhone

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>
> <AI-48332-CC-Approved 02-04-15-Ranking ERO.pdf>



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Download all attachments

From : Marcos Lopez <marcos.lopez@co.hidalgo.tx.us> Thu, Feb 19, 2015 11:05 AM

Subject : Re: Negotiations Process-ERO-Design and Construction of the Mechanical Shop at Precinct 4

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

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> <undefined>...DON'T WORRY...BE HAPPY...<undefined>
>
> ---
>
> **From:** "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us>
> **To:** "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
> **Cc:** eochoa@goERO.com, "David Iglesias" <diglesias@goero.com>, "joseph palacios22" <joseph_palacios22@yahoo.com>, "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
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Subject : Re: Negotiations Process-ERO-Design and Construction of the Mechanical Shop at Precinct 4 2 attachments

To : Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>

Cc : eochoa@goERO.com, David Iglesias <diglesias@goero.com>, joseph palacios22 <joseph_palacios22@yahoo.com>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Steven Cruz <steven.cruz@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Moises Salazar <moises.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Ok, Thanks…

Leticia H. Saenz, CPPB/Contracts Manager
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P*(956) 318-2626* ***F****(956) 318-2629*
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Cc: eochoa@goERO.com, "David Iglesias" <diglesias@goero.com>, "joseph palacios22" <joseph_palacios22@yahoo.com>, "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, February 19, 2015 11:05:47 AM
Subject: Re: Negotiations Process-ERO-Design and Construction of the Mechanical Shop at Precinct 4

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Sent from my iPhone

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> > Should you have any questions, or require further information, please do not hesitate to contact our office at (956) 292-7000 Ext. 4861.



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Download all attachments

From : Marcos Lopez <marcos.lopez@co.hidalgo.tx.us> Fri, Mar 27, 2015 10:23 AM

Subject : Modification of Plans for Pct. 4 Shop

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, eochoa@goERO.com <eochoa@goero.com>

Cc : maria lucio <maria.lucio@co.hidalgo.tx.us>, jesse ozuna <jesse.ozuna@co.hidalgo.tx.us>, Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>, Brian Godinez <brian@gogogodinez.com>, Elizabeth Martinez <emartinez@goero.com>

Good morning all. Commissioner Palacios was inquiring when we will begin the process of modifying the preliminary plans of the precinct shop. We need to meet early next week to discuss/finalize the plan of action.

Thank you

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Mar 27, 2015 11:23 AM

Subject : Re: Modification of Plans for Pct. 4 Shop

To : Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>

Cc : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, eochoa@goERO.com <eochoa@goero.com>, maria lucio <maria.lucio@co.hidalgo.tx.us>, jesse ozuna <jesse.ozuna@co.hidalgo.tx.us>, Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>, Brian Godinez <brian@gogogodinez.com>, Elizabeth Martinez <emartinez@goero.com>, Moises Salazar <moises.salazar@co.hidalgo.tx.us>

Mr. Lopez:
I have been briefed by Ms. Letty on a call from ERO (David) that informs us that the firm is still owed monies (based on directions given to the firm from Prodigy) on the initial project. You are aware of the cancellation of the original project by HCCC. I have instructed Ms. Letty to attempt to find CC action that approved those "directions" given to ERO for additional services by Prodigy. Absent that vertification, I do not know how CC would be able to accept and approve any monies due for extra work as the Auditor would not be able to process payment. If you or your staff have information to assist in this situation, please provide it to us asap.
Yours truly,
Marty S.

Mr. Moises:
If you have any CC approvals on the above situation, please provide to me or Letty right away or inform us that you do not.
Thanks,
Marty S.

From: "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "eochoa@goERO.com" <eochoa@goero.com>
Cc: "maria lucio" <maria.lucio@co.hidalgo.tx.us>, "jesse ozuna" <jesse.ozuna@co.hidalgo.tx.us>, "Jose Ochoa" <jose.ochoa@co.hidalgo.tx.us>, "Brian Godinez" <brian@gogogodinez.com>, "Elizabeth Martinez" <emartinez@goero.com>
Sent: Friday, March 27, 2015 10:23:06 AM
Subject: Modification of Plans for Pct. 4 Shop

Good morning all. Commissioner Palacios was inquiring when we will begin the process of modifying the preliminary plans of the precinct shop. We need to meet early next week to discuss/finalize the plan of action.

Thank you

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Wed, Apr 01, 2015 06:23 PM
Subject : RE: HC Pct 4 Mechanical Shop (ERO Proposal)
To : David Iglesias <diglesias@goero.com>
Cc : 'Marcos Lopez' <marcos.lopez@co.hidalgo.tx.us>, 'jesse ozuna' <jesse.ozuna@co.hidalgo.tx.us>, 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>, 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>

Good Afternoon,

Update to the meeting for the New Shop:

Meeting will be held at the Purchasing Conference Room at 10:30 am.

Should you have any questions please let me know.

Thank you, have a great evening!
Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

----- Original Message -----
From: David Iglesias <diglesias@goero.com>
To: Maria Lucio <maria.lucio@co.hidalgo.tx.us>
Sent: Tue, 31 Mar 2015 10:35:33 -0500 (CDT)

Subject: RE: HC Pct 4 Mechanical Shop (ERO Proposal)

Yes, 10am Thursday.

Thank you.

David I. Iglesias
ero architects
300 S. 8th Street | Mcallen, Texas 78501
t: 956 661 0400 c: 210 632 4074 f: 956 661 0401
e: diglesias@goERO.com<mailto:diglesias@eroarchitects.com>
www.goERO.com<http://www.eroarchitects.com>

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Tuesday, March 31, 2015 10:20 AM
To: David Iglesias
Cc: Marcos Lopez; jesse ozuna
Subject: Re: HC Pct 4 Mechanical Shop (ERO Proposal)
Importance: High

Good Morning Mr. Iglesias ,

Just wanted to confirm our 10:00 am meeting on Thursday, April 2nd at Precinct 4.
Should you have any questions please let me know, thank you!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us<mailto:maria.lucio@co.hidalgo.tx.us>

_____
From: "David Iglesias" <diglesias@goero.com<mailto:diglesias@goero.com>>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us<mailto:maria.lucio@co.hidalgo.tx.us>>
Cc: "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us<mailto:marcos.lopez@co.hidalgo.tx.us>>, "jesse ozuna" <jesse.ozuna@co.hidalgo.tx.us<mailto:jesse.ozuna@co.hidalgo.tx.us>>
Sent: Monday, March 30, 2015 2:05:14 PM
Subject: RE: HC Pct 4 Mechanical Shop (ERO Proposal)

Lulu,

Thursday morning at 10am?

Thanks,

David I. Iglesias
ero architects
300 S. 8th Street | Mcallen, Texas 78501
t: 956 661 0400 c: 210 632 4074 f: 956 661 0401
e: diglesias@goERO.com<mailto:diglesias@eroarchitects.com>
www.goERO.com<http://www.eroarchitects.com>

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Monday, March 30, 2015 2:00 PM
To: David Iglesias
Cc: Marcos Lopez; jesse ozuna
Subject: Re: HC Pct 4 Mechanical Shop (ERO Proposal)
Importance: High

Good Afternoon Mr. Iglesias,

We would like to request a meeting for Wednesday or Thursday of this week to discuss the proposal for the new Mechanical Shop. Please let us know what day and time is convenient for you, thank you!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us<mailto:maria.lucio@co.hidalgo.tx.us>

From: "David Iglesias" <diglesias@goero.com<mailto:diglesias@goero.com>>
To: "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us<mailto:marcos.lopez@co.hidalgo.tx.us>>, "jesse ozuna" <jesse.ozuna@co.hidalgo.tx.us<mailto:jesse.ozuna@co.hidalgo.tx.us>>, "maria lucio" <maria.lucio@co.hidalgo.tx.us<mailto:maria.lucio@co.hidalgo.tx.us>>
Sent: Friday, March 27, 2015 4:37:47 PM
Subject: HC Pct 4 Mechanical Shop (ERO Proposal)

Marcos,

Attached is the Proposal for Architectural and Engineering Services for the New Precinct 4 Mechanical Shop. Please review and let me know if you have any questions.

Thank you,

David I. Iglesias
ero architects
300 S. 8th Street | Mcallen, Texas 78501
t: 956 661 0400 c: 210 632 4074 f: 956 661 0401
e: diglesias@goERO.com<mailto:diglesias@eroarchitects.com>
www.goERO.com<http://www.eroarchitects.com>

From : David Iglesias <diglesias@goero.com> Tue, May 05, 2015 09:34 AM
Subject : HC Pct 4 Mechanical Shop (Signed Proposal) 1 attachment
To : leticia saenz <leticia.saenz@co.hidalgo.tx.us>, Rocio Villarreal (rocio.villarreal@co.hidalgo.tx.us) <rocio.villarreal@co.hidalgo.tx.us>, Moises Salazar <moises.salazar@co.hidalgo.tx.us>

Leticia,

Marcos, Lulu, Rocio, Moises and myself met at Purchasing back on April 2, 2015 to discuss the Proposal.
Attached is a copy of the signed Proposal. Please let me know if you have any questions.

Thank you,

David I. **Iglesias**
ero architects
300 S. 8th Street | Mcallen, Texas 78501
t: 956 661 0400 **c:** 210 632 4074 **f:** 956 661 0401
e: diglesias@goERO.com
www.goERO.com

HC PCT 4 Mechanical Shop_Proposal_SIGNED.PDF
724 KB View Download

AI-53555

Purchasing Department 21. C. 2.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Lulu Lucio, COMM. PCT. #4 Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #4

Information

CAPTION

A. Action to rescind suspension and resume Hidalgo County AIA Contract No. C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction for "Hidalgo County Precinct No. 4 -Construction of a Community Resource Center in San Carlos" by authorizing architect of record Mata Garcia Architects, LLP, to proceed to notify contractor via attached formal letter of Commissioners' Court action to resume construction work as of March 7th, 2016.

B. Acceptance and approval of Change Order No. 5 for modifications to building in the amount of $133,000.00 and an extension of 537 days for Contract No. C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: X-1342-419-40-124-123-0-730

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

BUDGETARY IMPACT:

Funding through P.O. # 703489 for Contract # C-13-072A-11-19

PO# 703489 available bal. as of 3-3-16 30,500

Pct will increase PO amount.

"Per Pct.4, Additional funding needed will come from account# X-1345-431-00-124-029-0-751"

Attachments

Letter from Architect to Contractor -Rescind Suspension of Contract

resume

CO5

Letter requesting HB1295 Compliance -Foremost Construction form

---

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/03/2016 03:22 PM
Budget & Management	Veronica Ortiz	03/03/2016 03:34 PM
Manuel Chapa	Manuel Chapa	03/03/2016 04:58 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Moises Salazar Started On: 02/26/2016 09:02 AM

Final Approval Date: 03/04/2016

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

February 25, 2016

Mr. Eric Solis
Foremost Construction
26986 Bass Blvd.
Harlingen, Texas 78552

Re: Agreement with Couric Enterprises, LLC d/b/a Foremost Construction
Hidalgo County Precinct No. 4 – Construction of a Community Resource Center in San Carlos
C-13-072A-11-19, Suspension of Contract

Mr. Solis:

Let this letter serve as confirmation of our recommendation to Hidalgo County Precinct 4 and Hidalgo County Commissioners Court to rescind the suspension of C-13-072A-11-19 and allow your firm to begin completion of the original project contract along with proposed additional work to be placed in a contract amendment.

The rescinding of the suspension of the contract will become effective as of March 8, 2016.

If you have any questions or require additional information, please feel free to give me a call at 956.631.1945.

Regards,

Hector Rene Garcia
Architect | Partner

AI-53555

Purchasing Department
41. G. 0.

CC - REGULAR

Meeting Date:	03/22/2016		
Submitted For:	Lulu Lucio, COMM. PCT. #4	Submitted By:	Moises Salazar, PURCHASING DEPT.
Department:	COMM. PCT. #4		

Information

CAPTION

1. Action to rescind suspension and resume Hidalgo County AIA Contract No. C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction for "Hidalgo County Precinct No. 4 -Construction of a Community Resource Center in San Carlos" by authorizing architect of record Mata Garcia Architects, LLP, to proceed to notify contractor via attached formal letter of Commissioners' Court action to resume construction work as of March 8th, 2016.

2. Acceptance and approval of Change Order No. 5 for modifications to building in the amount of $_____ and an extension of _____days for Contract No. C-13-072A-11-19 with Couric Enterprises, LLC dba Foremost Construction as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.

BACKGROUND

Fiscal Impact

Attachments

Letter from Architect to Contractor -Rescind Suspension of Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department		
Budget & Management		
Final Approval		

Form Started By: Moises Salazar Started On: 02/26/2016 09:02 AM

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Hidalgo County Pct.4 CRC
La Blanca, Texas

TO CONTRACTOR *(Name and address)*:
Couric Enterprises,LLC
Foremost Construction
26986 Bass Blvd
Harlingen, Texas 78552

CHANGE ORDER NUMBER: 005
DATE: March 3, 2016

ARCHITECT'S PROJECT NUMBER: 2013105
CONTRACT DATE: November 19, 2013
CONTRACT FOR: General Construction

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☑
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Proposed alterations to the CRC Building based on Proposal No. CRC-5 (see attached)

The original Contract Sum was	$	1,211,000.00
The net change by previously authorized Change Orders	$	32,900.00
The Contract Sum prior to this Change Order was	$	1,243,900.00
The Contract Sum will be increased by this Change Order in the amount of	$	133,000.00
The new Contract Sum including this Change Order will be	$	1,376,900.00

The Contract Time will be increased by Zero (537) days.
The date of Substantial Completion as of the date of this Change Order therefore is August 30, 2016

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mata+Garcia Architects,LLP	Couric Enterprises,LLC Foremost Construction	County of Hidalgo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1314 Ivy Ave. McAllen, Tx 78501	26986 Bass Blvd. Harlingen Tx 78552	1051 N. Doolittle Rd. Edinburg TX 78542
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Hector Rene Garcia	Eric Solis	
(Typed name)	*(Typed name)*	*(Typed name)*
03.03.2016	3-3-16	
DATE	**DATE**	**DATE**

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User Notes: (1765364530)

COURIC ENTERPRISES LLC, DBA FORMEOST CONSTRUCTION

We respectfully submit the following proposal.

Date: 3/02/2016
PROPOSAL # CRC5

Submitted To: Hidalgo County
2812 BUS. HWY. 281
Edinburg, TX 78539

PROJECT: San Carlos Community
Resource Center
107 Sunflower Rd
LA Blanca, Tx 78576

Proposal for Change Order No. 5

Qty	Description	Unit Price	Line Total
1	Magnetic glass marker board to replace cork board in Rm. 112A	4000	$4000
1	Demo and saw cut wall at transaction drawer	3000	$3000
1	Transaction drawer installed	11000	$11000
1	Wall reconstruction- 2x6 wood framing, damproof, insulation, lap siding, drywall, paint includes outlets to West wall of Classroom 112-A	6000	$6000
1	New cabinets and counter tops at transaction area	4000	$4000
1	Rolleramic ceiling Projection screen 20' wide room 119	8500	$8500
1	Projector and motorized lift labor and materials room 119	9000	$9000
1	Demo screening area wire mesh, pivot door	4000	$4000
1	Install break metal on tube steel columns	8000	$8000
1	Install bronze glass with aluminum break metal at north elevation wall of screen area	18000	$18000
2	Install 2 pairs of Dark bronze aluminum doors at screening room	7000	$14000
1	Frame opening, drywall, and paint wall for new door at storage 109	3000	$6000
1	Demo wall at storage 109	800	$800
1	Install Flooring in storage area to match occupied space	2000	$2000
1	Reconfigure HVAC to supply air to room 109, 102 and 103 Install four duplex outlets/telephone outlets	8500	$8500
1	Install card scan security readers on door opening at room 109	3800	$3800
1	Pantry install base cabinets 34"x24" deep & 6 adjustable shelves above base cabinet on two sides 9" deep	3000	$3000
1	Kitchen shelving 36" wide by 6" deep floor to ceiling spice rack additional food prep table	5000	$5000
1	Install 8" projection screen in room 112A	4100	$4100
1	Remove glass glazing on east wall room 104	300	$300
1	Install frosted glazed with Hidalgo County logo in waiting room 104	4000	$4000
1	Glass signage room Identification	$3500	$3500
1	Room Entry Buzzers installation and capability to speak through window at Rm. 103	$1900.00	$1900.00
2	Irrigation line conduit for irrigation lines	$300.00	$600.00
	Total		$133,000

Proposal Submitted & Signed By: Courtney Sd

MATA garcia
ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

March 3, 2016

Maria "Lulu" Lucio, CPM
Executive Assistant
Hidalgo County Pct. No. 4
1051 North Doolittle Road
Edinburg, Texas 78542

Re: San Carlos Community Resource Center

Ms. Lucio:

We enclose the original of the "Notice To Resume Work Order" with the Resumption of Work information provided along with the signatures of the general contractor and the architect.

If you have any questions, feel free to call.

Regards,

Hector Rene Garcia
Architect | Partner

NOTICE TO RESUME WORK ORDER

ORDER No.	DATE ISSUED:
1	03/07/2016

OWNER:
HIDALGO COUNTY PRECINCT NO. 4

PROJECT NAME:
"Construction of a Community Resource Center in San Carlos"

PROJECT CONTRACT No.
C-13-072A-11-19

NAME AND ADDRESS OF CONTRACTOR:

Couric Enterprises, LLC dba Foremost Construction
Attn: Mr. Eric Solis, Member
26986 Bass Blvd.
Harlingen, TX 78552

THIS IS YOUR NOTICE TO RESUME WORK ON THE CONTRACT AS NOTED.

RESUMPTION OF WORK

Effective Beginning of Business: March 8, 2016 New Contract Ending Date: August 31, 2016

Time Changed during period of partial suspension 274 calendar days.

ARCHITECT SIGNATURE:	*NAME & TITLE:*	*DATE:*
	Hector Rene Garcia, Architect	03.02.2016

PLEASE ACKNOWLEDGE RECEIPT BY RETURNING _____ COPY(IES) TO:_____

SIGNATURE OF CONTRACTOR:	*NAME & TITLE:*	*DATE:*
	Eric Solis President	03-02-2016

INSTRUCTIONS:
If mailed to Contractor, send original by certified Mail-Return Receipt Requested.
If delivered in person, have Contractor sign the acknowledgement and retain the original.

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 3, 2016

Couric Enterprises, LLC dba Foremost Construction
Contractor's Nname
26986 Bass Blvd.
Address
Harlingen, TX 78552
City/State / Zip Code

Re: **C-13-072A-11-19 –Resuming Contract & Change Order No. 5**
Hidalgo County Precinct No. 4- "Construction of a Community Resource Center in San Carlos"

Dear Mr. Solis:

In order to process the Resuming of Contract and Change Order No. 5, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced actions, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the following information: "**C-13-072A-11-19 –Resuming Contract & Change Order No. 5"**. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court on March 07, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: moises.salazar@co.hidalgo.tx.us on or before 3:00 PM Friday, March 4th, 2016. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-21803

Date Filed:
03/04/2016

Date Acknowledged:
03/04/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Couric Enterprises LLC dba foremost construction
Harlingen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-13-072A-11-19
Resuming Contract Change Order NO. 5"

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hidalgo County	Edinburg, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-53574

Purchasing Department 21.
C. 3.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Lulu Lucio, COMM. PCT. #4

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #4

Information

CAPTION

Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, LeFevre Engineering & Management Consulting, LLC, for: Hidalgo County Precinct No. 4 -"Construction of Parking Lot at San Carlos CRC & Sunflower Park"-RFB No. 2016-115-03-30-MSS.

BACKGROUND

Proposed Project Schedule:

HIDALGO COUNTY PRECINCT NO. 4
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"
RFB PROJECT NO. 2016-115-03-30-MSS

	Event	**Date**
1.	Approval of Plans and Specs with Authority to Advertise by Commissioners' Court	03/08/2016
2.	First Advertisement	**03/12/2016**
3.	Start Issuing Plans to Prospective Participants	03/14/2016
4.	Second Advertisement	**03/19/2016**
5.	Pre-Bid Conference	03/21/2016 at 3:00 PM
6.	Last day for Questions from Vendors	03/22/2016
7.	Send Responses	03/24/2016
8.	Bid Openings	03/30/2016 at 3:00 PM

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1200-431-00-124-007-0-540

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

BUDGETARY IMPACT:

Funds available as of 3-2-16
P.O.# 735830

Attachments

Project County's Front End Docs

Advertisement

Plans

SPECS

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/02/2016 10:22 AM
Budget & Management	Veronica Ortiz	03/02/2016 10:36 AM
Manuel Chapa	Veronica Ortiz	03/02/2016 02:36 PM
Merlen P. Munoz	Merlen P. Munoz	03/02/2016 04:35 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Moises Salazar Started On: 03/01/2016 09:27 AM

Final Approval Date: 03/04/2016

PURCHASING DEPARTMENT
County Of Hidalgo

March 14, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"
RFB PROJECT NO. 2016-115-03-30-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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

"FRONT END DOCUMENTS"
FOR:

HIDALGO COUNTY PRECINCT NO. 4
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"
RFB PROJECT NO. 2016-115-03-30-MSS

TABLE OF CONTENTS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Advertisement	1
3.	Request for Bid, Legal Notice	8
4.	Exhibit C Insurance Requirements	4
5.	Exhibit D1, (CIQ) Conflict of Interest Questionnaire	3
6.	Exhibit D2, CIS-Conflict of Disclosure Statement	3
7.	Exhibit E	1
8.	Certification Regarding Debarment	1
9.	Vendor/Bidder Application and W-9 form(s)	6
10.	Statement of Credentials	5
11.	County Forms Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

REQUEST FOR SEALED BIDS
(RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	2016-115-03-30-MSS	**-HIDALGO COUNTY PRECINCT NO. 4- "Construction of Parking Lot at San Carlos CRC and Sunflower Park"**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering, 612 W. Nolana, Ste 520, McAllen, TX 78504, Ph. (956) 687-5362 for the amount of $ _____ each. 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, March 21, 2016 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM: -2802 S. Business Hwy 281, Edinburg, TX 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 P.M. on Wednesday, March 30, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by March 22, 2016. 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 7th DAY OF MARCH, 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"Construction of Parking Lot at San Carlos CRC and Sunflower Park"

RFB PROJECT NO. 2016-115-03-30-MSS

BID OPENING DATE

MARCH 30, 2016

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

THE COUNTY OF HIDALGO TEXAS

1. Sealed bids will be received for **Hidalgo County Precinct No. 4 "Construction of Parking Lot at San Carlos CRC and Sunflower Park"** 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: **BID NO.: 2016-115-03-30-MSS Hidalgo County Precinct No. 4 "Construction of Parking Lot at San Carlos CRC and Sunflower Park"** 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 3:00 P.M., WEDNESDAY, March 30, 2016. 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 Precinct No. 4 "Construction of Parking Lot at San Carlos CRC and Sunflower Park" - RFB NO.: 2016-115-03-30-MSS-** Hidalgo 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 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 OF GOODS AND SERVICES INSTRUCTIONS (when applicable):

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County Precinct No. 4 "Construction of Parking Lot at San Carlos CRC and Sunflower Park" -RFB NO.: 2016-115-03-30-MSS**
     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, 3:00 P.M.	**March 30 , 2016**
Award of Contract	, 2016
Commence Work or Deliver Products	**, 2016**

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.

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.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, 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-1, 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. **Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-115), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612

or via email to: moises.salazar@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in packet as Exhibit "D-2" for information purposes. This is to inform all prospective Vendors of the new statue (HB 23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY. Should you have any questions regarding HB23, (form CIS) please direct yourself and/or consult with your Legal Counsel.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. 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.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

    - Possess or is able to obtain adequate financial resources as required to perform under the bid;
    - Be able to comply with the required or proposed delivery schedule;
    - Have a satisfactory record of performance;
    - Have a satisfactory record of integrity and ethics;
    - Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this Request for Bid (RFB), in their response (except for the CIQ form if NON APPLICABLE). Failure to provide tis information may result in rejection of the RFB as nonconforming.

Bid
for
Hidalgo County Precinct No. 4
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"
BID NO.: 2016-115-03-30-MSS

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: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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]RAL 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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT[illegible]**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT D-1

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT D-2

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.

2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.

3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. **Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

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: 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.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and 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. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) 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.

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: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

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: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder 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 _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"

RFB PROJECT NO. 2016-115-03-30-MSS

RFB SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D1 Revised CIQ Form -Copy of County Clerk File Recording fee receipt

_____ Exhibit "E" Proposers Afidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ Statement of Credentials

_____ Submittal Check List

_____ One (1) Original, three (3) Copies of Response.

Signature	Printed Name	Date

REQUEST FOR SEALED BIDS
(RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	**2016-115-03-30-MSS**	**-HIDALGO COUNTY PRECINCT NO. 4-** **"Construction of Parking Lot at San Carlos CRC and Sunflower Park"**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering**,** 612 W. Nolana, Ste 520, McAllen, TX 78504, Ph. (956) 687-5362 for the amount of $ each. 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, March 21, 2016 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM: -2802 S. Business Hwy 281, Edinburg, TX 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 P.M. on Wednesday, March 30, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing (**Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

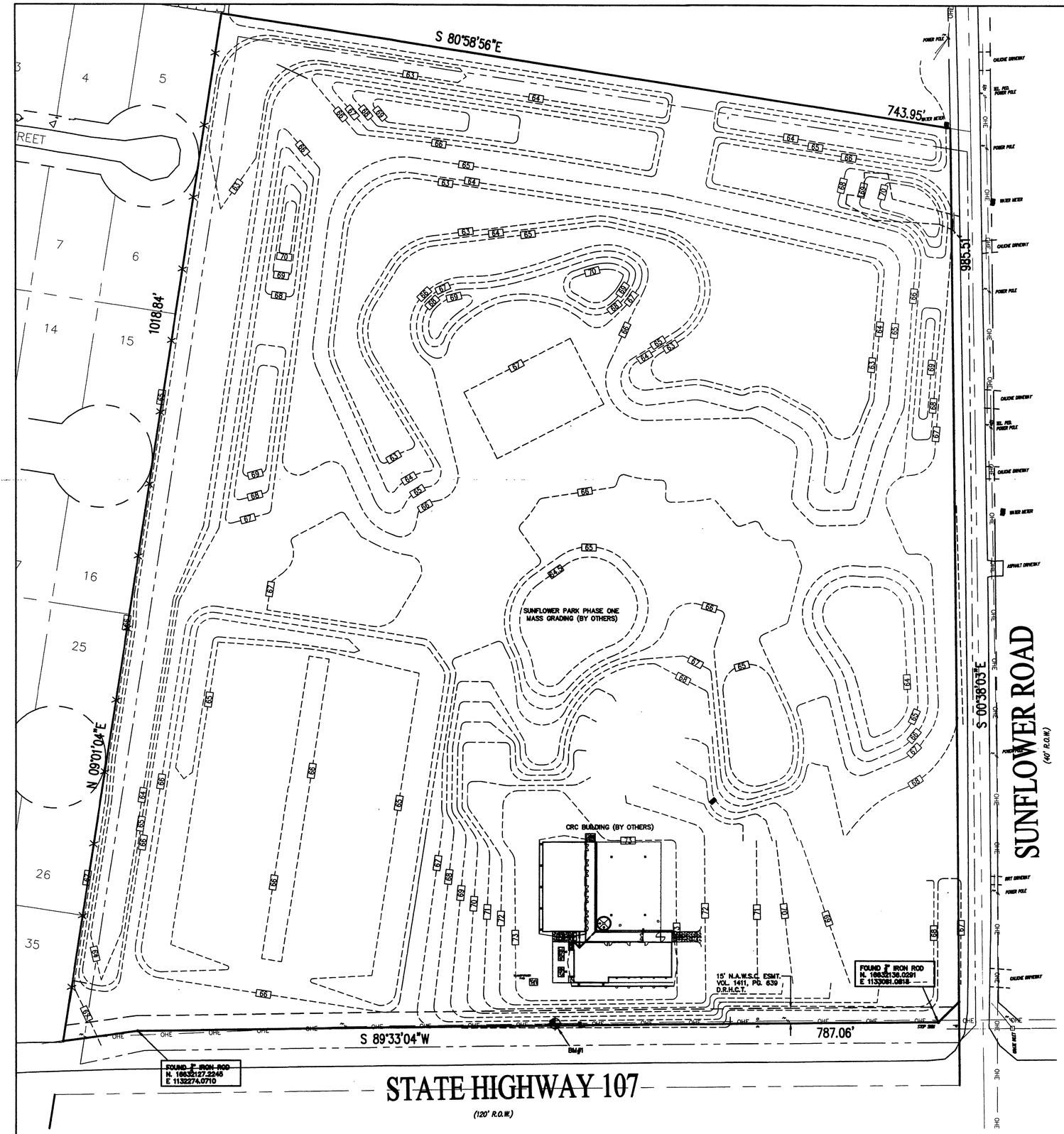
BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by **March 22, 2016**. 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 7th DAY OF MARCH, 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233



GRAPHIC SCALE 1":50'

GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL CONTACT LEFEVRE ENGINEERING & MANAGEMENT CONSULTING (956-687-5362) 48 HOURS PRIOR TO START OF ANY CONSTRUCTION WITHIN PROJECT SITE.
2. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES WITHIN THE CONSTRUCTION AREA 48 HOURS PRIOR TO EXCAVATION NEAR THEIR UTILITIES.
3. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES (NO SEPARATE PAY). ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF LEMC IN WRITING PRIOR TO CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THIS CONSTRUCTION OPERATION WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
4. CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS NOT SUPPLIED BY OWNER AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK.
5. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR WILL BE OBTAINED AT HIS EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES. NATURAL GROUND ADJACENT TO UTILITY TRENCH EXCAVATION TO BE CLEARED AND GRUBBED PRIOR TO PLACEMENT OF EXCESS TRENCH MATERIAL. DE-WATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE IMPROVEMENTS AND FACILITIES/STRUCTURES. SAID DE-WATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
7. CONTRACTOR IS RESPONSIBLE FOR CLEANING MUD AND/OR DIRT TRACKED ONTO EXISTING STREETS BY HIS WORKMEN'S, SUPPLIER'S, OR SUBCONTRACTOR'S VEHICLES. STREETS MUST BE CLEANED WITHIN 2 HOURS OF WHEN THE TRACKING OCCURS. NO SEPARATE PAY.
8. RETESTING OF ALL UTILITIES AND ACCEPTANCE BY OWNER SUBSEQUENT TO THE PAVEMENT CONSTRUCTION WILL BE THE UTILITY CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY.
9. WHERE CONTRACTOR'S WORK AND/ OR EQUIPMENT CAUSES AN OBSTRUCTION TO TRAFFIC, CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH PART 3E OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TEXAS M.U.D.C.D., MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION. A WRITTEN TRAFFIC CONTROL PLAN SHALL BE SUBMITTED PRIOR TO CONSTRUCTION FOR REVIEW BY THE ENGINEER & OTHER APPROPRIATE PERSONS.
10. LOCATION OF EXISTING UNDERGROUND UTILITIES AND SERVICE LINES (WATER, SEWER, GAS, TELEPHONE, ELECTRICAL, ETC.) ARE DETERMINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR TO LOCATE LINES AND/ OR OBSTRUCTIONS AHEAD OF EXCAVATION.
11. ANY SOIL BORINGS THE CONTRACTOR REQUIRES ARE TO BE DONE BY THE CONTRACTOR AT HIS EXPENSE.
12. OVERHEAD LINES MAY EXIST ON THE PROPERTY. CLEARLY VISIBLE LINES ARE NOT MARKED, AND CONTRACTOR TO NOTE THEIR LOCATION PRIOR TO CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR OBJECTS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS AND OWNERS ARE LEGALLY RESPONSIBLE FOR SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.
13. CONTRACTOR TO MAKE ARRANGEMENTS WITH THE APPROPRIATE UTILITY COMPANY FOR SECURING POLES, IF NECESSARY, WHILE CONSTRUCTION PASSES BY POLES. COSTS OF SECURING POLES WILL BE PAID FOR BY THE CONTRACTOR, NO SEPARATE PAY.
14. CONSTRUCTION STAKING (ALIGNMENT AND GRADE) TO BE PROVIDED BY THE CONTRACTOR AT NO SEPARATE PAY.
15. SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE AS DIRECTED BY THE ENGINEER. IF THE ENGINEER NOTIFIES THE CONTRACTOR THAT THE OWNER DOES NOT HAVE USE FOR THIS MATERIAL, THE SURPLUS MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR, AND IT IS HIS RESPONSIBILITY TO DISPOSE OF THE MATERIAL.
16. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE LOCAL REQUIREMENTS.
17. CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND FACILITIES DURING INSTALLATION OF PROPOSED WORK.
18. PAVED SURFACES SHALL BE PROTECTED FROM DAMAGE FROM TRACKED EQUIPMENT.
19. IRON RODS DISTURBED DURING CONSTRUCTION TO BE REPLACED BY REGISTERED PUBLIC LAND SURVEYOR TO ORIGINAL PROPERTY CORNER AT NO SEPARATE PAY.
20. WORK PERFORMED UNDER THIS CONTRACT IS GOVERNED BY REQUIREMENTS OF SEVERAL PUBLIC, GOVERNMENTAL, AND PRIVATE ENTITIES. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GOVERNING ENTITIES.
21. TOPOGRAPHIC SURVEY PERFORMED BY HIDALGO COUNTY PLANNING DEPARTMENT- JUNE 2013

BENCHMARKS:

1 NAIL IN POWER POLE
ELEVATION: 66.37'

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:	
TEXAS ONE CALL:	1-800-245-4545
HC PCT 4:	956-381-3112
TxDOT:	956-702-6331
TEXAS GAS SERVICE:	956-444-3936
AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618

EXIST. CONDITION AND SURVEY CONTROL PLAN

SCALE: 1:50'

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
Civil Engineering
Land Development
Planning
Project Management

PROJECT #: 201307
DATE: 06.00.13
DRAWN BY: HG
CHECKED BY: MRL

REVISION:
1:
2:
3:
4:

PRECINCT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)

PROJECT : SAN CARLOS, TEXAS
LOCATION :
OWNER : HIDALGO COUNTY

STATE OF TEXAS
MARIO R. LEFEVRE
LICENSED
PROFESSIONAL ENGINEER
94713

Mata & Garcia ARCHITECTS LLP
architecture | project management | interior design
Fernando Mata A.I.A, Partner
Hector Rene Garcia R.A., Partner
BH West Ivy Avenue McAllen, Texas 78501 Tel : (956) 631-1945 Fax : (956) 631-1988

SHEET: 2.1

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CONTROL COORDINATES

PT NO.	NORTHING	EASTING
1	16632302.9	1133078.594
2	16632302.46	1133035.866
3	16632301.79	1132969.369
4	16632301.12	1132903.373
5	16632300.63	1132854.875
6	16632186.14	1132856.033
7	16632186.63	1132906.53
8	16632187.3	1132970.527
9	16632187.97	1133037.023
10	16632356.2	1132674.127
11	16632356.12	1132652.885
12	16632344.09	1132652.895
13	16632344.17	1132674.171
14	16632387.48	1132635.088
15	16632408.53	1132622.674
16	16632494.33	1132621.149
17	16632477.16	1132638.54
18	16632517.99	1132796.233
19	16632533.62	1132815.027
20	16632558.18	1132800.174
21	16632566.55	1132777.217
22	16632608.82	1132772.181
23	16632616.76	1132749.082
24	16632587.21	1132664.944
25	16632584.68	1132640.631
26	16632597.15	1132471.191
27	16632541.53	1132487.215
28	16632702.52	1132824.869
29	16632682.55	1132879.194
30	16632750.14	1132601.3
31	16632799.02	1132697.183
32	16632694.24	1132629.798
33	16632457.6	1132757.068
34	16632417.36	1132718.568
35	16632364.78	1132728.21
36	16632367.67	1132781.59
37	16632414.49	1132811.74
38	16632454.08	1132798.62
39	16632596.58	1132391.176
40	16632649.06	1133012.163
41	16632317.83	1132824.718
42	16632338.16	1132817.709
43	16632352.16	1132807.473
44	16632355.58	1132790.299
45	16632352.21	1132772.076
46	16632350.13	1132752.226
47	16632341.36	1132724.67
48	16632329.53	1132701.889
49	16632318.94	1132665.222
50	16632322.3	1132636.657
51	16632329.99	1132621.504
52	16632337.24	1132612.162
53	16632345.85	1132606.802
54	16632368.77	1132603.074
55	16632371.45	1132611.394
56	16632352.49	1132614.935
57	16632337.13	1132627.606
58	16632331.57	1132639.471
59	16632328.07	1132665.427
60	16632344.21	1132705.703
61	16632363.13	1132713.305
62	16632384.74	1132708.075
62	16632384.74	1132708.075
63	16632434.52	1132719.489
64	16632457.83	1132743.051
65	16632473.68	1132778.243
66	16632479.93	1132800.411
67	16632488.86	1132811.82
68	16632518.64	1132827.17
69	16632513.31	1132837.505
70	16632481.19	1132827.1
71	16632460.52	1132820.779
72	16632435.88	1132819.701
73	16632414.24	1132822.346
74	16632387.69	1132825.43
75	16632364.88	1132825.115
76	16632338.84	1132832.124
77	16632327.52	1132850.247
78	16632331.01	1132883.011
79	16632340.88	1132910.884
80	16632353.29	1132925.608
81	16632371.62	1132934.988
82	16632390.2	1132939.632
83	16632410.41	1132940.869
84	16632441.12	1132936.997
85	16632468.07	1132924.504
86	16632485.66	1132910.955
87	16632509.6	1132891.523
88	16632527.83	1132881.461
89	16632527.03	1132903.201
90	16632505.4	1132915.514
91	16632484.98	1132931.522
92	16632461.42	1132945.503
93	16632433.82	1132952.777
94	16632407.61	1132954.326
95	16632385.71	1132952.026
96	16632360.00	1132944.532
97	16632341.06	1132933.509
98	16632328.28	1132916.131
99	16632323.01	1132899.807
100	16632318.59	1132899.696
101	16632380.6	1132611.293
102	16632382.62	1132803.208
103	16632396.81	1132612.177
104	16632411.3	1132803.744
105	16632424.39	1132613.116
106	16632430.54	1132603.507
107	16632449.89	1132612.664
108	16632462.36	1132601.178
109	16632478.00	1132608.856
110	16632482.51	1132597.368
111	16632483.77	1132607.201
112	16632550.65	1132550.454
113	16632593.81	1132642.965
114	16632571.68	1132613.889
115	16632526.25	1132597.059
116	16632523.99	1132587.972
117	16632552.73	1132562.26
118	16632559.54	1132554.122
119	16632568.42	1132557.063
120	16632569.56	1132570.052
121	16632579.17	1132607.994
122	16632595.55	1132624.852
123	16632577.74	1132570.805
124	16632577.52	1132535.10
125	16632580.78	1132502.565
126	16632570.38	1132511.486
127	16632559.65	1132535.496
128	16632586.74	1132508.166
129	16632602.87	1132479.988
130	16632602.15	1132490.548
131	16632591.83	1132489.012
132	16632619.19	1132470.441
133	16632622.72	1132477.622
134	16632629.68	1132447.381
135	16632623.37	1132452.297
136	16632622.03	1132407.171
137	16632605.93	1132419.742
138	16632613.21	1132430.038
139	16632633.39	1132464.157
140	16632625.6	1132462.362
141	16632646.8	1132676.197
142	16632601.55	1132654.3
143	16632612.63	1132666.167
144	16632628.95	1132772.481
145	16632648.98	1132743.157
146	16632640.5	1132688.055
147	16632652.4	1132887.478
148	16632649.22	1132714.916
149	16632641.32	1132716.174
150	16632677.58	1132692.466
151	16632683.56	1132705.834
152	16632672.99	1132719.817
153	16632660.58	1132746.093
154	16632703.41	1132698.870
155	16632688.67	1132683.100
156	16632702.34	1132678.491
157	16632713.12	1132692.492
158	16632679.69	1132724.223
159	16632684.09	1132763.805
160	16632661.42	1132797.804
161	16632665.2	1132833.045
162	16632675.26	1132877.689
163	16632684.87	1132899.573
164	16632691.75	1132908.526
165	16632683.1	1132917.921
166	16632661.56	1132872.778
167	16632653.94	1132869.143
168	16632652.73	1132857.615
169	16632656.58	1132850.497
170	16632650.75	1132783.126
171	16632651.00	1132817.042
172	16632641.02	1132778.01
173	16632579.38	1132811.391
174	16632566.85	1132836.578
175	16632583.93	1132879.393
176	16632589.59	1132880.326
177	16632621.16	1132868.971
178	16632625.99	1132878.063
179	16632598.04	1132886.982
180	16632593.94	1132895.209
181	16632568.37	1132860.785
182	16632545.97	1132844.631
183	16632544.94	1132876.641
184	16632552.23	1132869.08
185	16632553.59	1132852.161
186	16632562.55	1132902.088
187	16632541.64	1132899.621
188	16632554.66	1132900.297
189	16632581.77	1132909.471
190	16632598.11	1132902.073
191	16632605.63	1132932.608
192	16632597.51	1132908.732
193	16632603.91	1132966.746
194	16632613.233	1132988.729
195	16632637.071	1132990.096
196	16632674.178	1133012.163
197	16632623.948	1133012.163
198	16632649.063	1132987.048
199	16632643.190	1133036.582
200	16632593.790	1132976.881
201	16632604.682	1133015.634
202	16632603.930	1132807.294
203	16632605.470	1132793.590

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

TEXAS ONE CALL:	1-800-245-4545
HC PCT 4:	956-381-3112
TxDOT:	956-702-6331
TEXAS GAS SERVICE:	956-444-3936
AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618

S 80°58'56"E

743.95'

985.51'

S 00°38'03"E

SUNFLOWER ROAD
(40' R.O.W.)

18.81' ADD'L R.O.W.

15' N.A.W.S.C. EASEMENT

POWER POLE

WATER METER

CALICHE DRIVEWAY

ASPHALT DRIVEWAY

DIRT DRIVEWAY

OHE

GRAPHIC SCALE 1":50'

50 0 50

LEGEND

- LIGHT DUTY FLEXIBLE PAVEMENT
  2" HMAC
  8" FLEXIBLE BASE
  8" STABILIZED SUB-GRADE
  (REF. DETAIL SECTION AND GEO-TECH REPORT)
- TRAIL DUTY FLEXIBLE PAVEMENT
  1.5" HMAC
  6" FLEXIBLE BASE
  6" COMPACTED SUB-GRADE
  (REF. DETAIL SECTION AND GEO-TECH REPORT)
- 4" REINFORCED CONC. SIDEWALK
- SAWCUT
- EXISTING CONCRETE CURB AND GUTTER

PAVING NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO HIDALGO COUNTY AND SPECIFICATIONS AND THE SPECIFICATIONS OF THE ENGINEER.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL THE APPROPRIATE UTILITY COMPANIES FOR THE LOCATION OF ALL UTILITIES WITHIN THE CONSTRUCTION AREA.
4. THE PAVING CONTRACTOR SHALL COORDINATE WITH THE UTILITY CONTRACTOR TO INSURE ALL SLEEVING FOR IRRIGATION HAS BEEN INSTALLED PRIOR TO PLACEMENT OF PERMANENT PAVEMENT.
5. ALL PAVING AND EARTHWORK OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS PER THE GEOTECHNICAL REPORT.
6. TRAFFIC BARRICADES WILL BE REQUIRED FOR PAVING AND STORM SEWER CONSTRUCTION WITHIN THE PUBLIC RIGHT-OF-WAY. BARRICADES SHALL CONFORM TO THE INSTALLATION SHOWN IN THE "1980 TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES," AS CURRENTLY AMENDED. TEXAS DEPARTMENT OF TRANSPORTATION.
7. ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT OR FACE OF BUILDING, UNLESS OTHERWISE SHOWN. UNLESS OTHERWISE SPECIFIED CURB RADIUS DIMENSION IS 3'-0".
8. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE OF 3500 PSI FOR PAVEMENT AND CURBS, 3000 PSI FOR SIDEWALK.
9. CONCRETE PAVING SHALL HAVE A CONSTRUCTION JOINT OR SAWED CONTROL JOINT EVERY 15 FEET TRANSVERSELY AND LONGITUDINALLY WITH EXPANSION JOINTS AS SHOWN IN THE DRAWINGS. JOINTS SHALL INTERSECT ALL PAVEMENT EDGES AT 90° INCLUDING RADIUS RETURNS.
10. CONTRACTOR TO REPAIR ALL EXIST PAVEMENT ADJACENT TO NEW CONSTRUCTION.
11. ALL ACCESSIBLE RAMPS AND HANDICAP SPACES ARE UNDER TEXAS ACCESSIBILITY STANDARDS (TAS).
12. TOPOGRAPHY BASED UPON SURVEY PERFORMED BY HIDALGO COUNTY ENGINEERING DEPARTMENT – 2013

PROPOSED CANOPY
REFERENCE ARCHITECT'S PLANS FOR EXACT DIMENSIONS

107.6'
31'
62.7'
30'
32

PROP. RESTROOMS
REFERENCE ARCHITECT'S PLANS FOR EXACT DIMENSIONS

PROP. RESTROOMS
REFERENCE ARCHITECT'S PLANS FOR EXACT DIMENSIONS

EXERCISE STATION

PROP. 2-14LF~ 4" PVC CONDUIT WITH PULL STRING AND CAPPED BOTH ENDS

CONCRETE PADS FOR CANOPY 21x12 (TYP)

24" LAY DOWN CURB

PLAYGROUND EQUIPMENT AND FINISHED SURFACE (NOT IN THIS CONTRACT)

PROP. 2-18LF~ 4" PVC CONDUIT WITH PULL STRING AND CAPPED BOTH ENDS

PROP. 2-45LF~ 4" PVC CONDUIT WITH PULL STRING AND CAPPED BOTH ENDS

CRC BUILDING (BY OTHERS)

CONC. WALK (BY OTHERS)

15' N.A.W.S.C. ESMT. VOL. 1411, PG. 639 D.R.H.C.T.

1018.84'

N 09°01'04"E

90.3'

199.2'

300.2'

REF. ARCH PLANS FOR EXACT DIMENSIONS

50.3'

39.8'

31.2'

S 89°33'04"W

787.06'

STOP SIGN

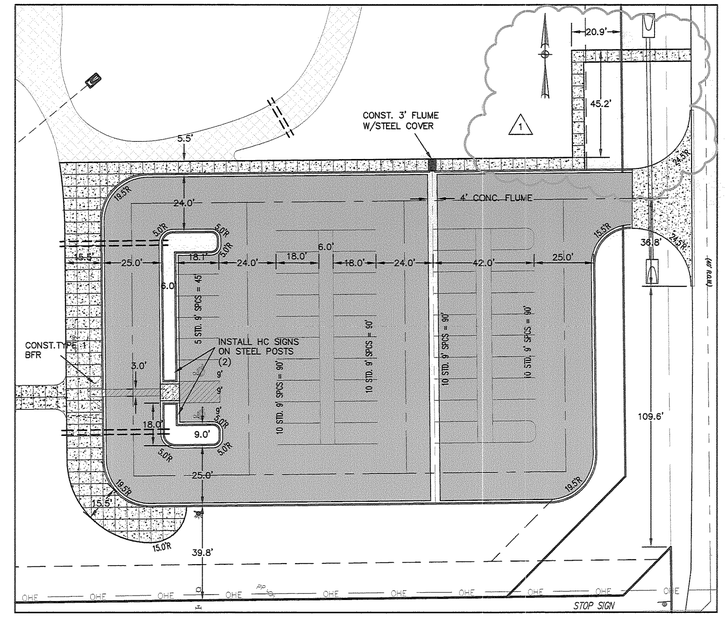
FOUND 1" IRON ROD
N. 16632127.2245
E 1132274.0710

FOUND 1" IRON ROD
N. 16632136.0291
E 1133061.0818

BM#1

BENCHMARKS:
1 NAIL IN POWER POLE
ELEVATION: 66.37'

STATE HIGHWAY 107
(120' R.O.W.)



DETAILED PARKING LOT PLAN
SCALE: 1:30'

PAVING AND DIMENSIONAL CONTROL PLAN
SCALE: 1:50'

PROJECT #: 201307
DATE: 10.2013
DRAWN BY: HO
CHECKED BY: WRL
REVISION:
1: REV. IMPROV. PER NEW R.O.W.
2:
3:
4:

PRECINCT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)

PROJECT : SAN CARLOS, TEXAS
LOCATION : HIDALGO COUNTY
OWNER : HIDALGO COUNTY

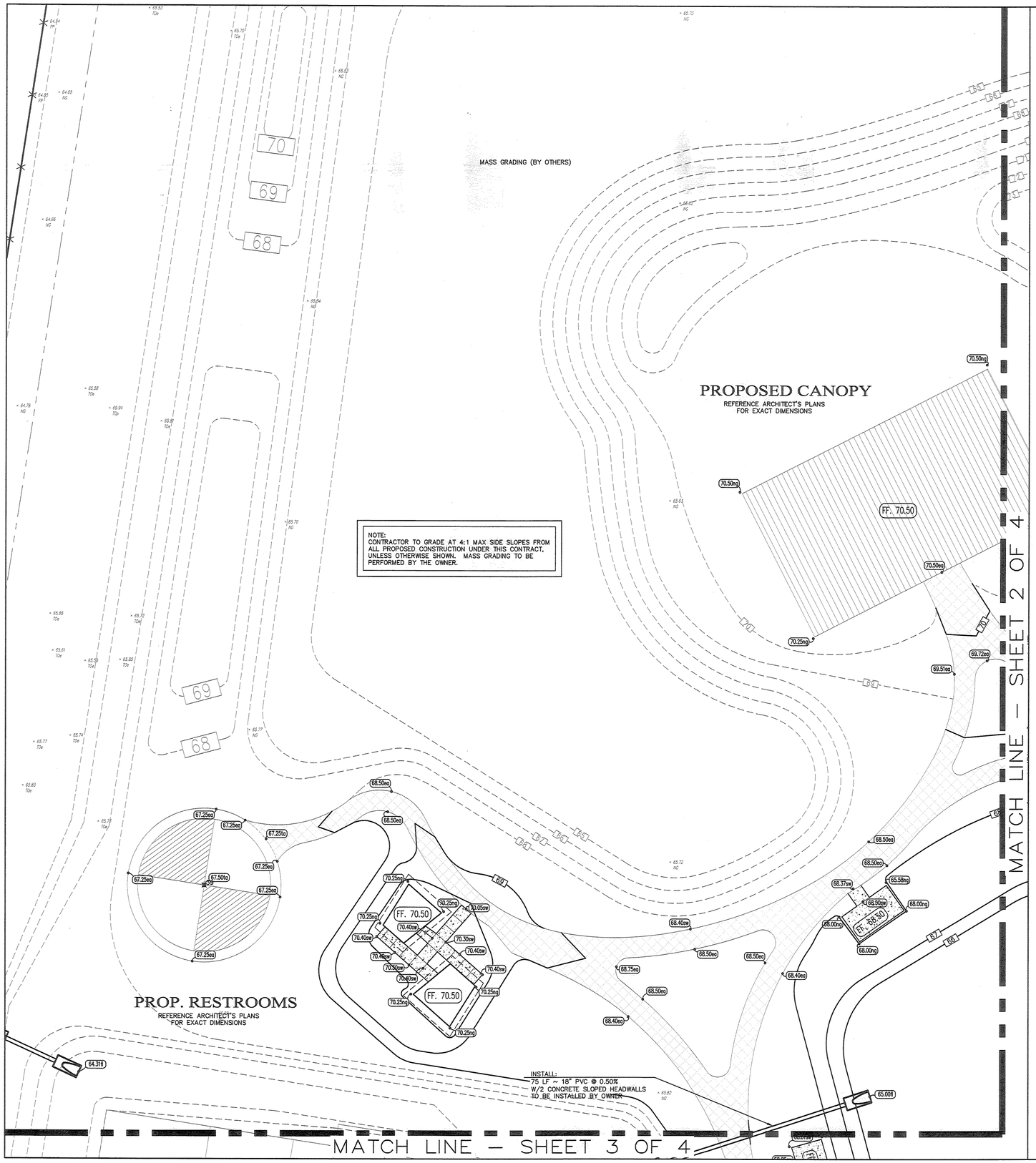
STATE OF TEXAS
WILLIAM RICHARD LEFEVRE
92200
LICENSED PROFESSIONAL ENGINEER

Mata & Garcia
architecture
project management
interior design
ARCHITECTS LLP
Fernando Mata A.I.A., Partner
Hector Rene Garcia R.A., Partner
801 West Ivy Avenue McAllen, Texas 78501
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Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
Civil Engineering
Environmental Engineering
Planning
Project Management

SHEET: 2.2



NOTE:
CONTRACTOR TO GRADE AT 4:1 MAX SIDE SLOPES FROM ALL PROPOSED CONSTRUCTION UNDER THIS CONTRACT, UNLESS OTHERWISE SHOWN. MASS GRADING TO BE PERFORMED BY THE OWNER.

20 0 20

GRAPHIC SCALE 1":20'

LEGEND

- 97.00 – MASS GRADING CONTOUR
- 103 – PROPOSED CONTOUR
- 00.00xx – PROPOSED SPOT ELEVATION
  - xx = ABBREVIATED DESIGNATORS
  - NG NATURAL GROUND
  - TC TOP OF CURB
  - G GUTTER
  - TG TOP OF GRATE
  - FF FINISHED FLOOR
  - FL FLOW LINE
  - SW SIDEWALK
  - EA EDGE OF ASPHALT
  - TA TOP OF ASPHALT
  - TW TOP OF WALL
  - BW BOTTOM OF WALL
- PROPOSED FLOW DIRECTION
- 38.50 – EXISTING SPOT ELEVATION

GRADING NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE PLANS AND SPECIFICATIONS, EXCEPT AS NOTED HEREIN AND APPROVED BY THE COUNTY.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY STANDARDS, TEXAS LAW, AND O.S.H.A. STANDARDS FOR ALL EXCAVATION IN EXCESS OF FIVE FEET IN DEPTH.

3. THE LOCATION OF ALL UTILITIES LOCATED ON THESE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

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5. DRAINAGE SHOULD BE MAINTAINED AWAY FROM THE FOUNDATIONS, BOTH DURING AND AFTER CONSTRUCTION.

6. BACKFILL FOR UTILITY LINES SHOULD BE CAREFULLY PLACED SO THAT THEY WILL BE STABLE. WHERE UTILITY LINES PASS THROUGH THE PARKING LOT, THE TOP 6" SHOULD BE COMPACTED SIMILARLY TO THE REMAINDER OF THE LOT. UTILITY DITCHES SHOULD BE VISUALLY INSPECTED DURING THE EXCAVATION PROCESS TO ENSURE THE UNDESIRABLE FILL IS NOT USED.

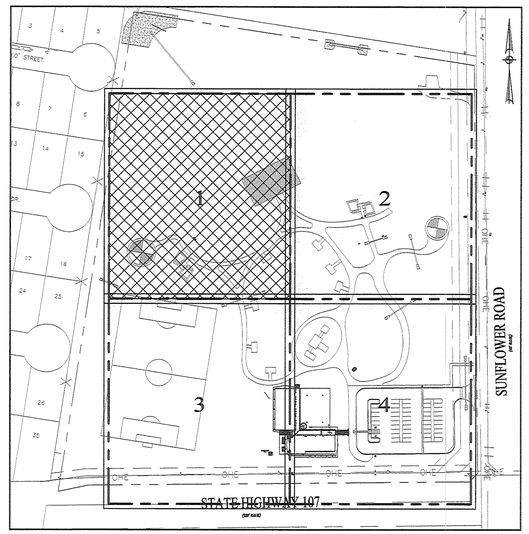
7. ALL EARTHWORK OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS PER THE GEO-TECHNICAL REPORT.

8. ALL PROPOSED SPOT SHOTS ARE GUTTER/TOP OF PAVEMENT/FINISHED GRADE ELEVATIONS UNLESS OTHERWISE SPECIFIED.

9. UPON COMPLETION OF CONSTRUCTION ALL DISTURBED AREAS SHALL BE SEEDED IN ACCORDANCE WITH SPECIFICATION.

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

TEXAS ONE CALL:	1-800-245-4545
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TxDOT:	956-702-6331
TEXAS GAS SERVICE:	956-444-3936
AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618



KEY MAP
SCALE: NTS

GRADING AND DRAINAGE PLAN 1/4

SCALE: 1:20'

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL

REVISION:
1: REV. FINISHED FLOORS
2:
3:
4:

PROJECT : PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)
LOCATION : SAN CARLOS, TEXAS
OWNER : HIDALGO COUNTY

STATE OF TEXAS
WILLIAM R. LEFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

Mata & Garcia
ARCHITECTS LLP
architecture
project management
interior design
Fernando Mata A.I.A., Partner
Hector Rene Garcia R.A., Partner
1311 West Ivy Avenue McAllen, Texas 78501
Tel.: (956) 631-1945
Fax.: (956) 631-1968

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SHEET: 2.3

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McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
Civil Engineering
Environmental Engineering
Planning
Project Management

MASS GRADING (BY OTHERS)

NOTE:
CONTRACTOR TO GRADE AT 4:1 MAX SIDE SLOPES FROM ALL PROPOSED CONSTRUCTION UNDER THIS CONTRACT, UNLESS OTHERWISE SHOWN. MASS GRADING TO BE PERFORMED BY THE OWNER.

15.0' N.A.W.S.C. EASEMENT

18.81' ADD'L R.O.W.

PROP. RESTROOMS
REFERENCE ARCHITECT'S PLANS FOR EXACT DIMENSIONS
FF. 70.50

INSTALL:
50 LF ~ 12" PVC @ 0.20%
W/2 CONCRETE SLOPED HEADWALLS
TO BE INSTALLED BY OWNER

INSTALL:
75 LF ~ 12" PVC @ 0.25%
W/2 CONCRETE SLOPED HEADWALLS
TO BE INSTALLED BY OWNER

MATCH LINE – SHEET 1 OF 4

MATCH LINE – SHEET 4 OF 4

20 0 20
GRAPHIC SCALE 1":20'

LEGEND

- 97.00 – MASS GRADING CONTOUR
- 103 – PROPOSED CONTOUR
- 00.00xx – PROPOSED SPOT ELEVATION
  - xx = ABBREVIATED DESIGNATORS
  - NG NATURAL GROUND
  - TC TOP OF CURB
  - G GUTTER
  - TG TOP OF GRATE
  - FF FINISHED FLOOR
  - FL FLOW LINE
  - SW SIDEWALK
  - EA EDGE OF ASPHALT
  - TA TOP OF ASPHALT
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GRADING NOTES:

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5. DRAINAGE SHOULD BE MAINTAINED AWAY FROM THE FOUNDATIONS, BOTH DURING AND AFTER CONSTRUCTION.

6. BACKFILL FOR UTILITY LINES SHOULD BE CAREFULLY PLACED SO THAT THEY WILL BE STABLE. WHERE UTILITY LINES PASS THROUGH THE PARKING LOT, THE TOP 6" SHOULD BE COMPACTED SIMILARLY TO THE REMAINDER OF THE LOT. UTILITY DITCHES SHOULD BE VISUALLY INSPECTED DURING THE EXCAVATION PROCESS TO ENSURE THE UNDESIRABLE FILL IS NOT USED.

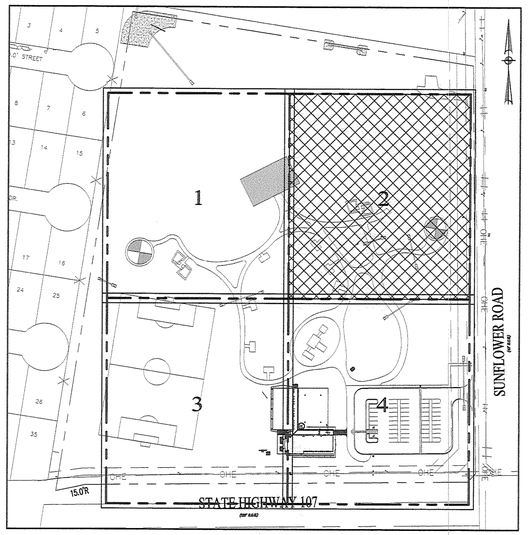
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AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618



KEY MAP
SCALE: NTS

GRADING AND DRAINAGE PLAN 2/4
SCALE: 1:20'

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL
REVISION:
1: REV. FINISHED FLOORS
2:
3:
4:

PROJECT: PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)
LOCATION: SAN CARLOS, TEXAS
OWNER: HIDALGO COUNTY

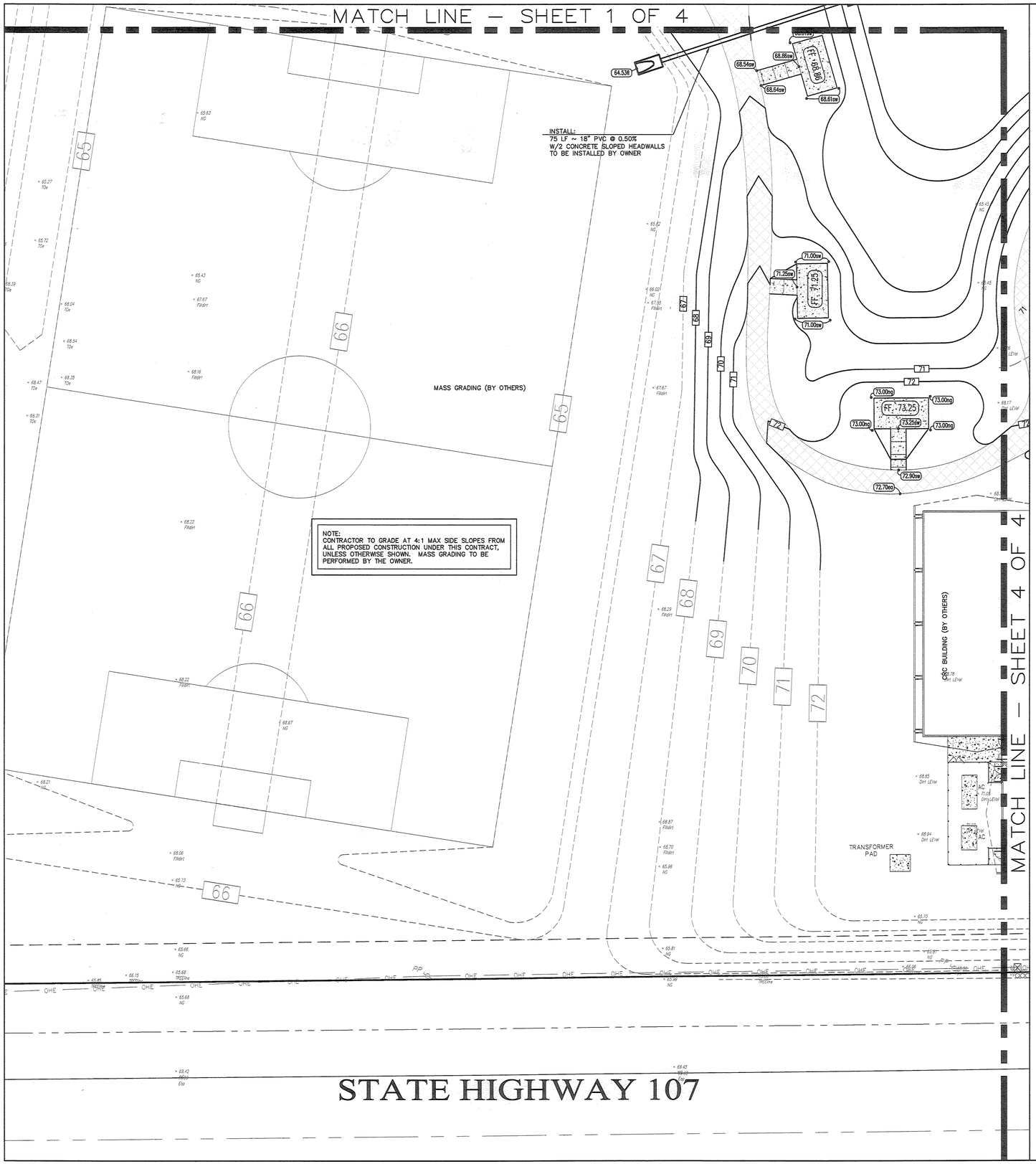
STATE OF TEXAS
KELLY RICHARD LEFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

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Texas Registered Engineering Firm F-11722
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Environmental Engineering
Planning
Project Management

SHEET: 2.4



20 0 20

GRAPHIC SCALE 1":20'

LEGEND

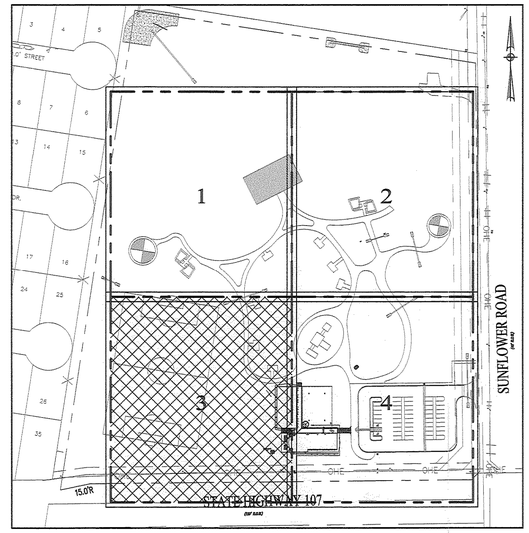
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    - BW BOTTOM OF WALL
- PROPOSED FLOW DIRECTION
- × 38.50 – EXISTING SPOT ELEVATION

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AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618



KEY MAP
SCALE: NTS

GRADING AND DRAINAGE PLAN 3/4

SCALE: 1:20'

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PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: HO
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REVISION:
1: REV. FINISHED FLOORS
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3:
4:

PROJECT: PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY, IMPROVEMENTS PROJECT (SUNFLOWER PARK)
LOCATION: SAN CARLOS, TEXAS
OWNER: HIDALGO COUNTY

STATE OF TEXAS
WESLEY RICHARD LEFEVRE
102800
LICENSED PROFESSIONAL ENGINEER

Mata & Garcia ARCHITECTS LLP
architecture
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Fax: (956) 631-1998

SHEET: 2.5

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MATCH LINE – SHEET 2 OF 4

MATCH LINE – SHEET 3 OF 4

INSTALL 75 LF ~ 12" PVC @ 0.25% W/2 CONCRETE SLOPED HEADWALLS TO BE INSTALLED BY THE OWNER

15.0' N.A.W.S.C. EASEMENT

18.81' ADDT'L R.O.W.

NOTE:
CONTRACTOR TO GRADE AT 4:1 MAX SIDE SLOPES FROM ALL PROPOSED CONSTRUCTION UNDER THIS CONTRACT, UNLESS OTHERWISE SHOWN. MASS GRADING TO BE PERFORMED BY THE OWNER.

PLAYGROUND (BY OTHERS)

MASS GRADING (BY OTHERS)

INSTALL 133 LF ~ 18" RCP @ 0.54% W/2 CONCRETE SLOPED HEADWALLS

CRC BUILDING (BY OTHERS)

GRASS LINED SWALE @ 0.39%

STOP SIGN

STATE HIGHWAY 107

GRAPHIC SCALE 1":20'

20 0 20

LEGEND

- 97.00 – MASS GRADING CONTOUR
- 103 – PROPOSED CONTOUR
- 00.00xx – PROPOSED SPOT ELEVATION
- xx = ABBREVIATED DESIGNATORS
  - NG NATURAL GROUND
  - TC TOP OF CURB
  - G GUTTER
  - TG TOP OF GRATE
  - FF FINISHED FLOOR
  - FL FLOW LINE
  - SW SIDEWALK
  - EA EDGE OF ASPHALT
  - TA TOP OF ASPHALT
  - TW TOP OF WALL
  - BW BOTTOM OF WALL
- – PROPOSED FLOW DIRECTION
- 38.50 – EXISTING SPOT ELEVATION

GRADING NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE PLANS AND SPECIFICATIONS, EXCEPT AS NOTED HEREIN AND APPROVED BY THE COUNTY.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY STANDARDS, TEXAS LAW, AND O.S.H.A. STANDARDS FOR ALL EXCAVATION IN EXCESS OF FIVE FEET IN DEPTH.

3. THE LOCATION OF ALL UTILITIES LOCATED ON THESE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.

4. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEAN-OUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS DEVELOPMENT.

5. DRAINAGE SHOULD BE MAINTAINED AWAY FROM THE FOUNDATIONS, BOTH DURING AND AFTER CONSTRUCTION.

6. BACKFILL FOR UTILITY LINES SHOULD BE CAREFULLY PLACED SO THAT THEY WILL BE STABLE. WHERE UTILITY LINES PASS THROUGH THE PARKING LOT, THE TOP 6" SHOULD BE COMPACTED SIMILARLY TO THE REMAINDER OF THE LOT. UTILITY DITCHES SHOULD BE VISUALLY INSPECTED DURING THE EXCAVATION PROCESS TO ENSURE THE UNDESIRABLE FILL IS NOT USED.

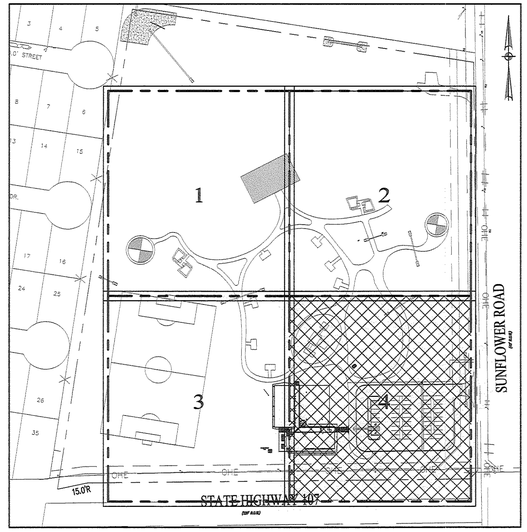
7. ALL EARTHWORK OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS PER THE GEO-TECHNICAL REPORT.

8. ALL PROPOSED SPOT SHOTS ARE GUTTER/TOP OF PAVEMENT/FINISHED GRADE ELEVATIONS UNLESS OTHERWISE SPECIFIED.

9. UPON COMPLETION OF CONSTRUCTION ALL DISTURBED AREAS SHALL BE SEEDED IN ACCORDANCE WITH SPECIFICATION.

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

TEXAS ONE CALL:	1-800-245-4545
HC PCT 4:	956-381-3112
TxDOT:	956-702-6331
TEXAS GAS SERVICE:	956-444-3936
AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618



KEY MAP
SCALE: NTS

GRADING AND DRAINAGE PLAN 4/4
SCALE: 1:20'

PROJECT #: 20130?
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL
REVISION:
1:
2:
3:
4:

PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)

PROJECT : SAN CARLOS, TEXAS
LOCATION : HIDALGO COUNTY
OWNER :

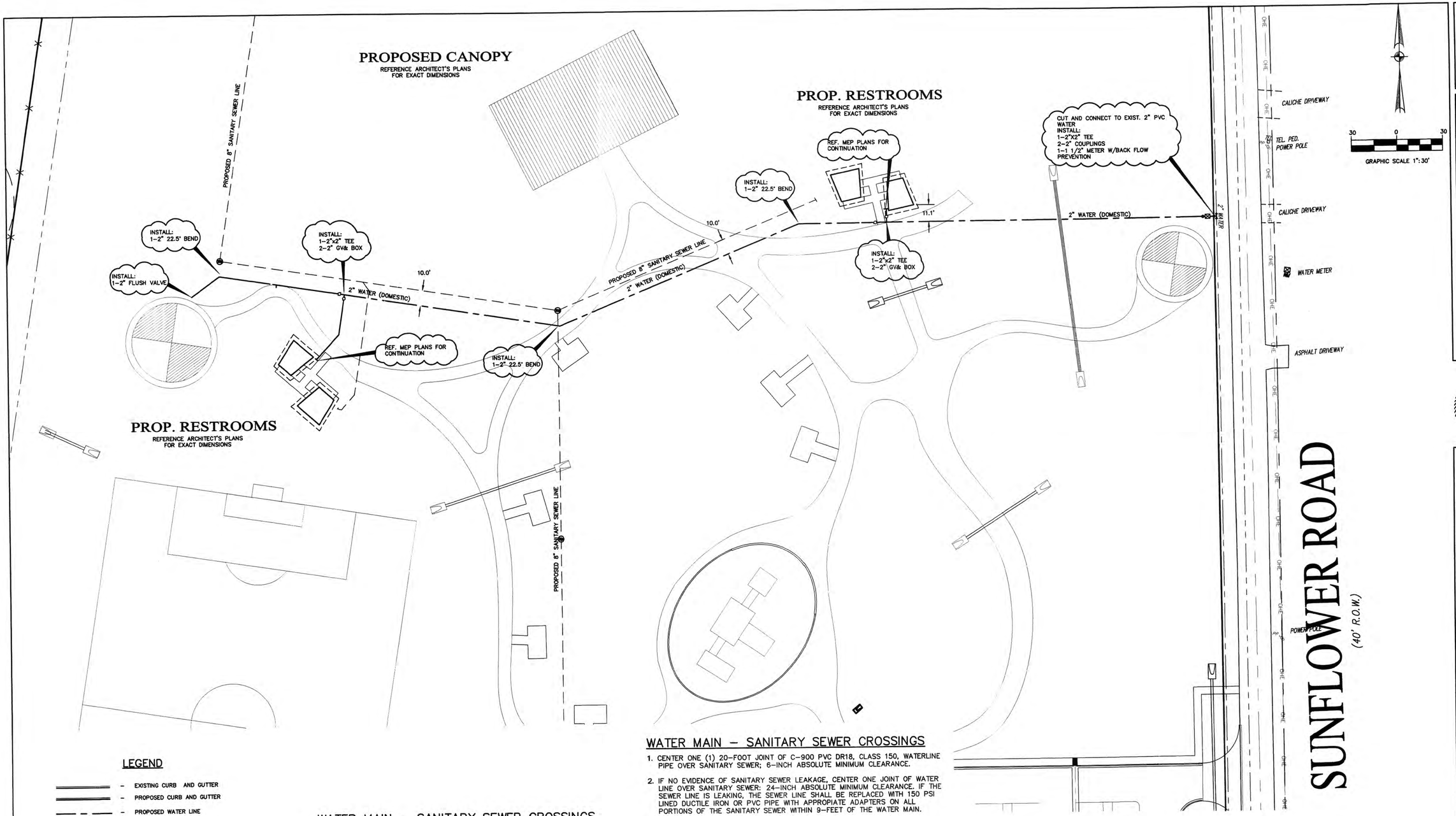
STATE OF TEXAS
WESLEY RICHARD LEFEVRE
102200
LICENSED
PROFESSIONAL ENGINEER

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Civil Engineering
Environmental Engineering
Planning
Project Management

SHEET: 2.6



LEGEND

- EXISTING CURB AND GUTTER
- PROPOSED CURB AND GUTTER
- PROPOSED WATER LINE
- ⊗ PROPOSED BACKFLOW PREVENTOR
- PROPOSED WATER VALVE
- PROPOSED WATER METER

WATER NOTES:

1. ALL WATER LINES, 6" AND ABOVE SHALL BE AWWA C909 CLASS 150 PSI.
2. EXTEND WATER DEADHEADS AND SANITARY SEWER LATERALS 2 FEET BEYOND PROPOSED CURBS OR AS INDICATED.
3. MAXIMUM TRENCH WIDTH FOR ALL PIPE THROUGH 12" DIA. SHALL BE 32".
4. CONTRACTOR TO DESIGN AND INSTALL THRUST BLOCKS AT ALL BENDS IN WATERLINE.
5. FIRE HYDRANT AND WATER VALVE MUST BE MUELLER.
6. ALL CAST IRON FITTINGS MUST BE WRAPPED IN PLASTIC.

WATER MAIN – SANITARY SEWER CROSSINGS

PRIMARY CONDITION	PROPOSED WATER EXISTING SANITARY				PROPOSED WATER PROPOSED SANITARY OR EXISTING WATER PROPOSED SANITARY			
SECONDARY CONDITION	WATER OVER SANITARY		WATER UNDER SANITARY		WATER OVER SANITARY		WATER UNDER SANITARY	
IF THE CLEARANCE IS	LESS THAN 2'	GREATER THAN 2' BUT LESS THAN 9'	LESS THAN 2'	GREATER THAN 2' BUT LESS THAN 9'	LESS THAN 2'	GREATER THAN 2' BUT LESS THAN 9'	LESS THAN 2'	GREATER THAN 2' BUT LESS THAN 9'
*PROTECTION REQUIREMENT	1	2	3	4	5	6	3	6

*PROTECTION REQUIREMENTS FOR SANITARY SEWER CROSSINGS
(UNLESS VARIANCE IS GRANTED BY THE TCEQ)
(ALL CLEARANCES SHALL BE MEASURED FROM OUTSIDE WALL TO OUTSIDE WALL)

WATER MAIN – SANITARY SEWER CROSSINGS

1. CENTER ONE (1) 20-FOOT JOINT OF C-900 PVC DR18, CLASS 150, WATERLINE PIPE OVER SANITARY SEWER; 6-INCH ABSOLUTE MINIMUM CLEARANCE.
2. IF NO EVIDENCE OF SANITARY SEWER LEAKAGE, CENTER ONE JOINT OF WATER LINE OVER SANITARY SEWER: 24-INCH ABSOLUTE MINIMUM CLEARANCE. IF THE SEWER LINE IS LEAKING, THE SEWER LINE SHALL BE REPLACED WITH 150 PSI LINED DUCTILE IRON OR PVC PIPE WITH APPROPIATE ADAPTERS ON ALL PORTIONS OF THE SANITARY SEWER WITHIN 9-FEET OF THE WATER MAIN.
3. AUGER 9-FEET MINIMUM EACH SIDE OF SANITARY SEWER. PLACE ONE 20-FOOT JOINT OF C900 PVC, 150 PSI, CENTERED UNDER SANITARY SEWER. FILL BORED HOLE WITH BENTONITE/CLAY MIXTURE: 2-FOOT ABSOLUTE MINIMUM CLEARANCE OR REPLACE THE EXISTING SANITARY SEWER WITH 150 PSI LINED DUCTILE IRON OR PVC PIPE WITH APPROPIATE ADAPTERS ON ALL PORTIONS OF THE SANITARY WITHIN 9-FEET OF THE WATER MAIN.
4. MINIMUM 18-FOOT JOINT OF SANITARY SEWER, 150 PSI LINED DUCTILE IRON OR PVC PIPE CENTERED AT THE WATER LINE; 6-INCH ABSOLUTE MINIMUM CLEARANCE.
5. IF CLEARANCE IS BETWEEN 2 TO 9-FEET
   A. CENTER A MINIMUM 18-FOOT JOINT OF 150 PSI LINED DUCTILE IRON OR PVC PIPE AT WATER LINE.
   B. USE CEMENT-STABILIZED SAND BACKFILL (MINIMUM 2 SACKS CEMENT PER CUBIC YARD OF SAND) STARTING AT A POINT 1/4 OF THE PIPE DIAMETER ABOVE THE BOTTOM OF THE SANITARY SEWER TO 1-FOOT ABOVE THE TOP OF SANITARY SEWER, OR ONE SANITARY SEWER DIAMETER, WHICHEVER IS LARGER. CENTER ONE JOINT OF SANITARY SEWER PIPE ABOUT THE WATER MAIN.
7. ALL WATER CROSSINGS TO BE APPROVED BY LEMC AND/OR NORTH ALAMO WATER SUPPLY CORPORATION, AND CITY OF EDINBURG UPON COMPLETION.

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

TEXAS ONE CALL:	1-800-245-4545
HC PCT 4:	956-381-3112
TxDOT:	956-702-6331
TEXAS GAS SERVICE:	956-444-3936
AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618

WATER DISTRIBUTION PLAN

SCALE: 1:30'

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL
REVISION:
1:
2:
3:
4:

PROJECT: PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY, IMPROVEMENTS PROJECT (SUNFLOWER PARK)
LOCATION: SAN CARLOS, TEXAS
OWNER: HIDALGO COUNTY

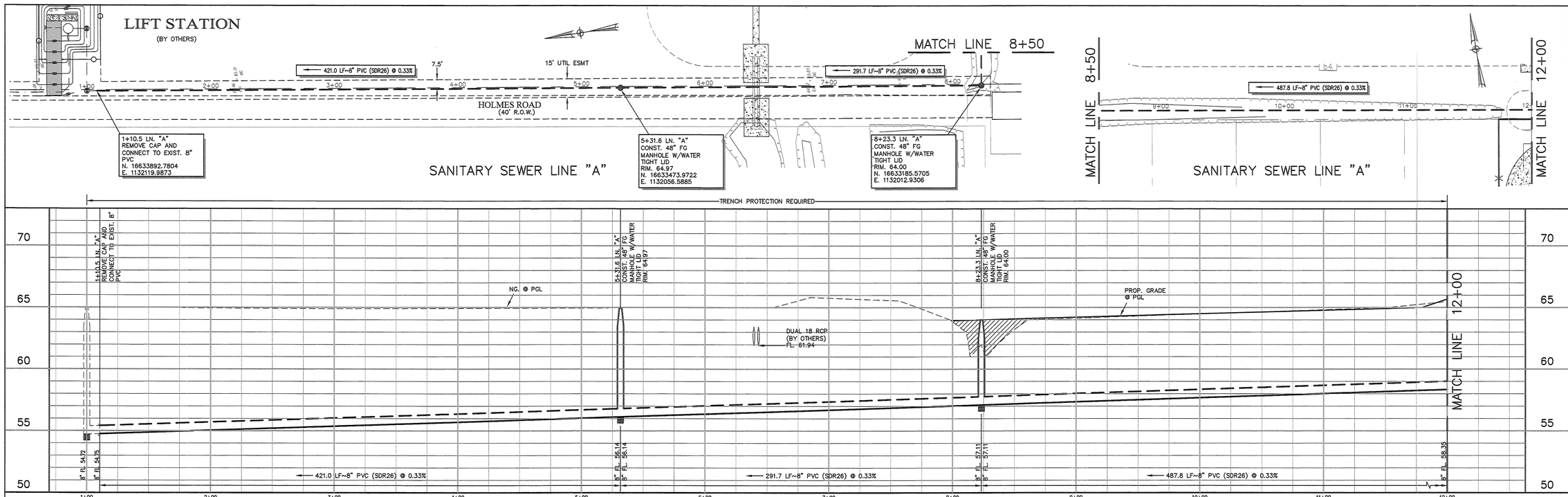
STATE OF TEXAS — WILLIAM R. LEFEVRE — 100200 — LICENSED PROFESSIONAL ENGINEER

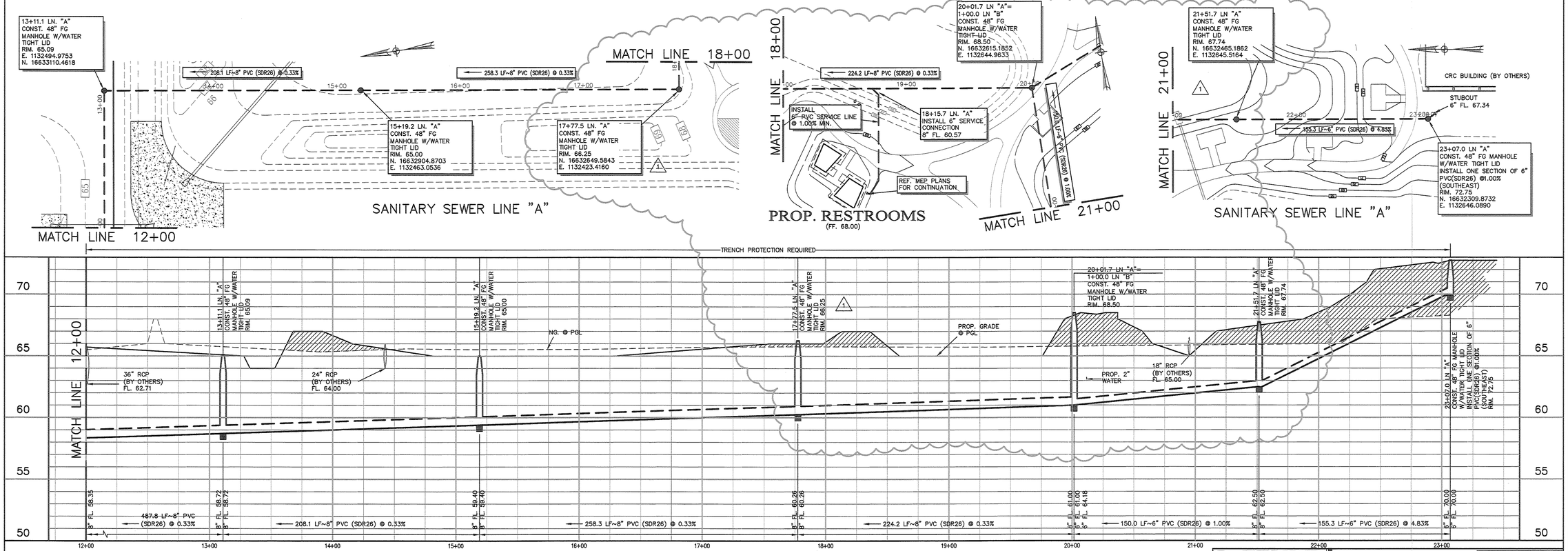
Mata & Garcia
architecture | project management | interior design
ARCHITECTS LLP
Fernando Mata A.I.A., Partner
Hector Rene Garcia R.A., Partner
Tel: (956) 631-8915 Fax: (956) 631-8918
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Civil Engineering
Environmental Engineering
Planning
Project Management

SHEET: 2.7





SANITARY SEWER LINE "A" – PLAN AND PROFILE

SCALE: HORIZ: 1"=40' VERT: 1"=4'

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL
REVISION:
1:REV. MH RIM ELEV.
2:
3:
4:

PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)

PROJECT : SAN CARLOS, TEXAS
LOCATION : HIDALGO COUNTY
OWNER :

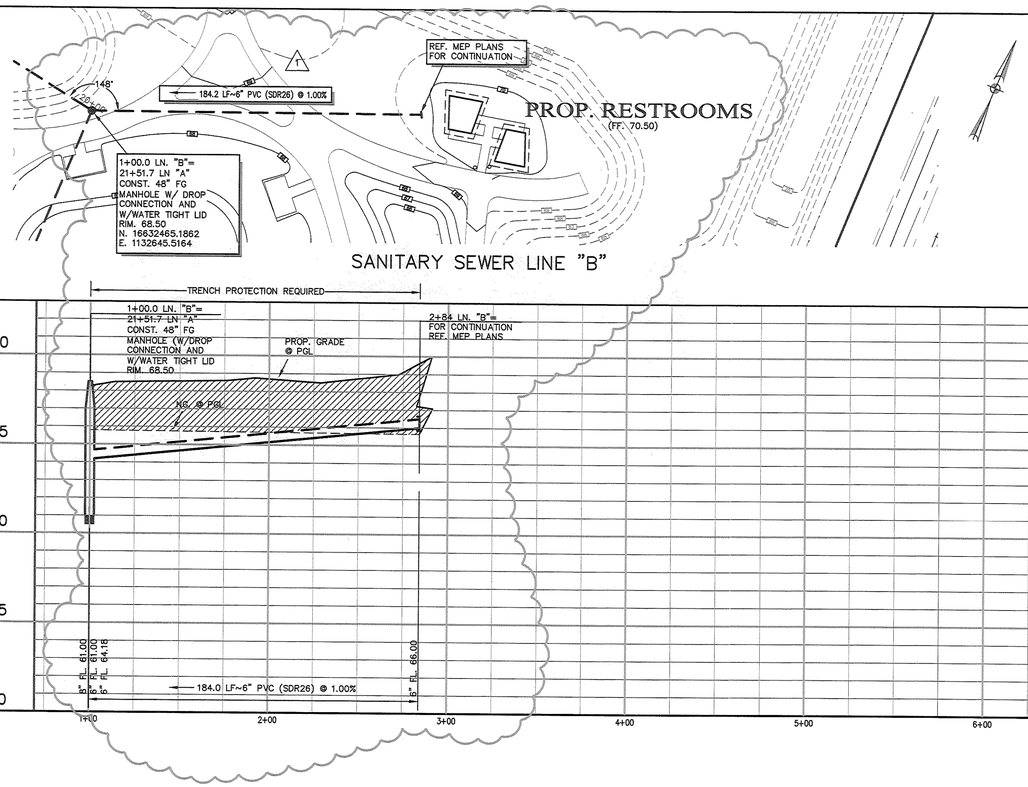
STATE OF TEXAS
WESLEY R. LEFEVRE
102800
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Project Management

SHEET: 2.8



PROJECT #: 20130?
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL

REVISION:
1: REV. LINE "B"
2:
3:
4:

PROJECT : PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)
LOCATION : SAN CARLOS, TEXAS
OWNER : HIDALGO COUNTY

STATE OF TEXAS
WESLEY RICHARD LEFEVRE
102500
LICENSED PROFESSIONAL ENGINEER

SANITARY SEWER LINE "B" – PLAN AND PROFILE

SCALE: HORIZ: 1"=40' VERT: 1"=4'

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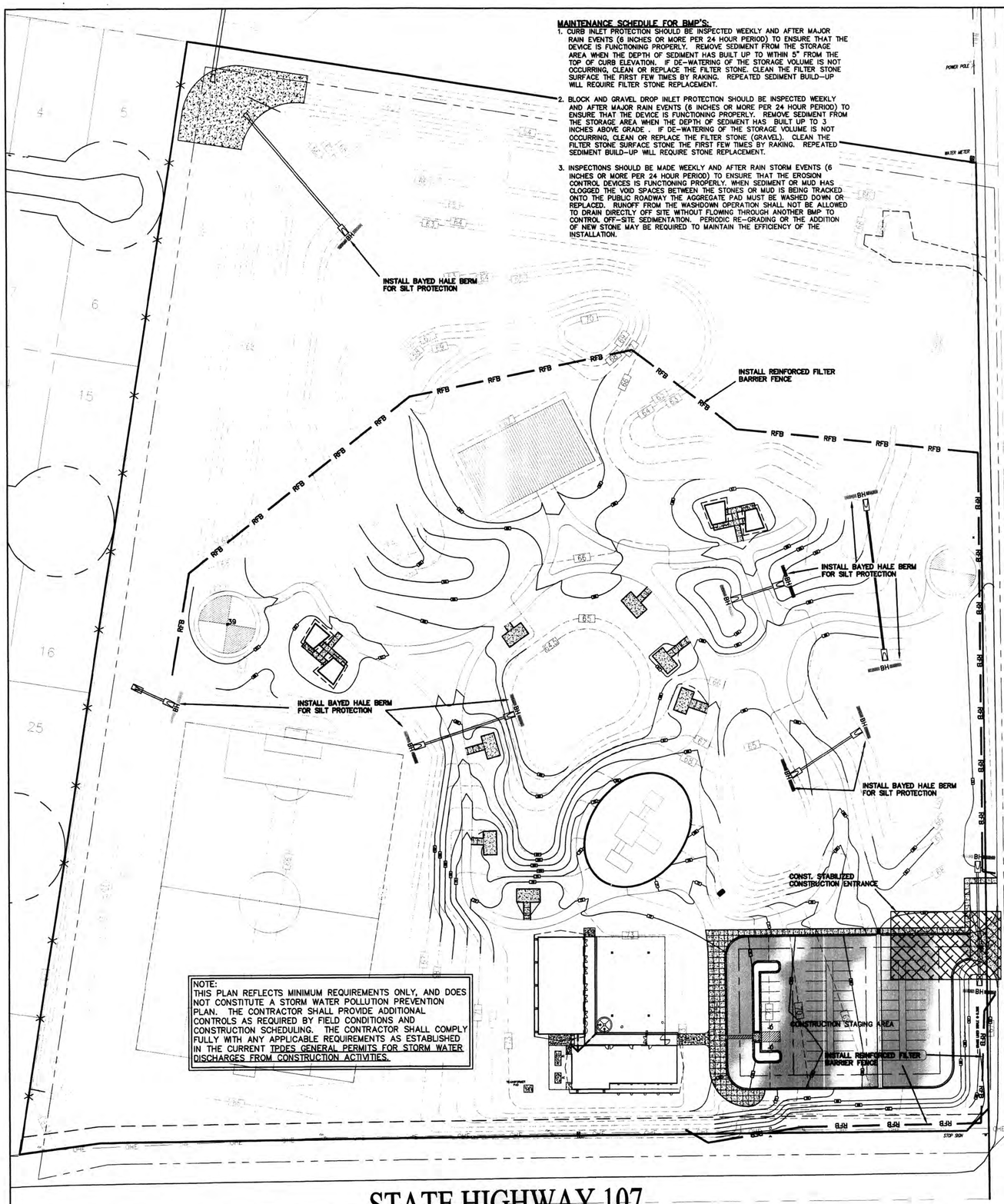
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SHEET: 2.9

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MAINTENANCE SCHEDULE FOR BMP'S:

1. CURB INLET PROTECTION SHOULD BE INSPECTED WEEKLY AND AFTER MAJOR RAIN EVENTS (6 INCHES OR MORE PER 24 HOUR PERIOD) TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO WITHIN 5" FROM THE TOP OF CURB ELEVATION. IF DE-WATERING OF THE STORAGE VOLUME IS NOT OCCURRING, CLEAN OR REPLACE THE FILTER STONE. CLEAN THE FILTER STONE SURFACE THE FIRST FEW TIMES BY RAKING. REPEATED SEDIMENT BUILD-UP WILL REQUIRE FILTER STONE REPLACEMENT.
2. BLOCK AND GRAVEL DROP INLET PROTECTION SHOULD BE INSPECTED WEEKLY AND AFTER MAJOR RAIN EVENTS (6 INCHES OR MORE PER 24 HOUR PERIOD) TO ENSURE THAT THE DEVICE IS FUNCTIONING PROPERLY. REMOVE SEDIMENT FROM THE STORAGE AREA WHEN THE DEPTH OF SEDIMENT HAS BUILT UP TO 3 INCHES ABOVE GRADE . IF DE-WATERING OF THE STORAGE VOLUME IS NOT OCCURRING, CLEAN OR REPLACE THE FILTER STONE (GRAVEL). CLEAN THE FILTER STONE SURFACE STONE THE FIRST FEW TIMES BY RAKING. REPEATED SEDIMENT BUILD-UP WILL REQUIRE STONE REPLACEMENT.
3. INSPECTIONS SHOULD BE MADE WEEKLY AND AFTER RAIN STORM EVENTS (6 INCHES OR MORE PER 24 HOUR PERIOD) TO ENSURE THAT THE EROSION CONTROL DEVICES IS FUNCTIONING PROPERLY. WHEN SEDIMENT OR MUD HAS CLOGGED THE VOID SPACES BETWEEN THE STONES OR MUD IS BEING TRACKED ONTO THE PUBLIC ROADWAY THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FLOWING THROUGH ANOTHER BMP TO CONTROL OFF-SITE SEDIMENTATION. PERIODIC RE-GRADING OR THE ADDITION OF NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFICIENCY OF THE INSTALLATION.



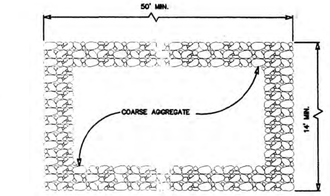
NOTE:
THIS PLAN REFLECTS MINIMUM REQUIREMENTS ONLY, AND DOES NOT CONSTITUTE A STORM WATER POLLUTION PREVENTION PLAN. THE CONTRACTOR SHALL PROVIDE ADDITIONAL CONTROLS AS REQUIRED BY FIELD CONDITIONS AND CONSTRUCTION SCHEDULING. THE CONTRACTOR SHALL COMPLY FULLY WITH ANY APPLICABLE REQUIREMENTS AS ESTABLISHED IN THE CURRENT TPDES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES.

SUGGESTED EROSION CONTROL PLAN
SCALE: 1:50'

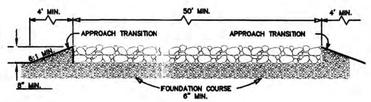
LEGEND

- 120 — EXISTING CONTOUR
- EXISTING EDGE OF ASPHALT
- PROPOSED CURB
- RFB — REINFORCED FILTER BARRIER (RFB)
- BH — BALED HAY

50 0 50
GRAPHIC SCALE 1":50'



PLAN

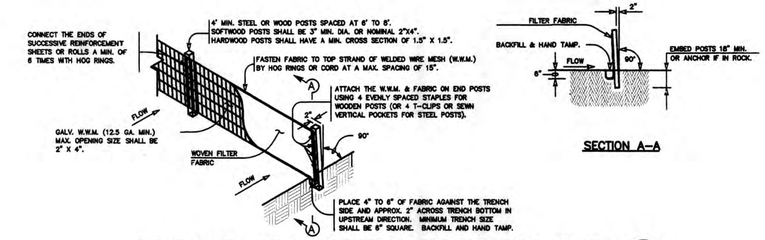


PROFILE

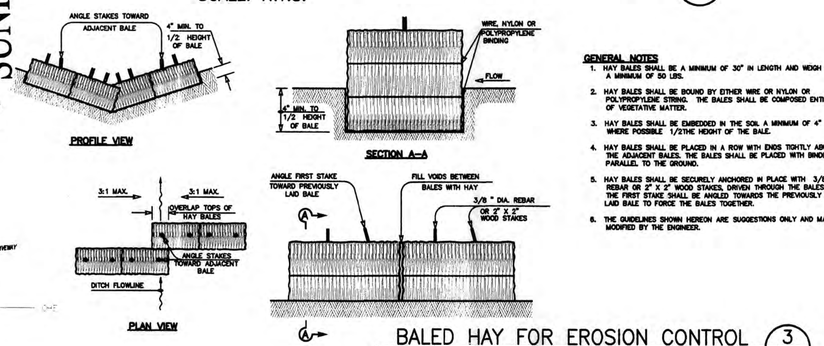
GENERAL NOTES

1. THE LENGTH OF THE TYPE 1 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
2. THE COARSE AGGREGATE SHOULD BE OPEN GRADED WITH A SIZE OF 4" TO 8".
3. THE APPROACH TRANSITIONS SHOULD BE NO STEEPER THAN 8:1 AND CONSTRUCTED AS DIRECTED BY THE ENGINEER.
4. THE CONSTRUCTION EXIT FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
5. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

CONSTRUCTION EXIT (TYPE 1) 1
SCALE: N.T.S.



TEMPORARY REINFORCED FILTER BARRIER (RFB) 2
SCALE: N.T.S.



GENERAL NOTES
1. HAY BALES SHALL BE A MINIMUM OF 30" IN LENGTH AND WEIGH A MINIMUM OF 50 LBS.
2. HAY BALES SHALL BE BOUND BY EITHER WIRE OR NYLON OR POLYPROPYLENE STRING. THE BALES SHALL BE COMPOSED ENTIRELY OF VEGETATIVE MATTER.
3. HAY BALES SHALL BE EMBEDDED IN THE SOIL A MINIMUM OF 4" AND WHERE POSSIBLE 1/2THE HEIGHT OF THE BALE.
4. HAY BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.
5. HAY BALES SHALL BE SECURELY ANCHORED IN PLACE WITH 3/8 " DIA. REBAR OR 2" X 2" WOOD STAKES, DRIVEN THROUGH THE BALES. THE FIRST STAKE SHALL BE ANGLED TOWARDS THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER.
6. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.

BALED HAY FOR EROSION CONTROL 3
SCALE: N.T.S.

EROSION CONTROL GENERAL NOTES

1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET AND WITHIN THE SPECIFICATIONS TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER POLLUTION PREVENTION PLAN FOR THIS PROJECT TO ESTABLISH A MINIMUM BASIS OF COMPLIANCE WITH STATE AND FEDERAL REGULATIONS.
   THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLEMENTATION.
   THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH IN THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TPDES GENERAL PERMITS FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES' PUBLISHED IN THE FEBRUARY 14, 1998, FEDERAL REGISTER.
2. THE STORM WATER POLLUTION PREVENTION PLAN SHOULD ADDRESS THE FOLLOWING :
   A) DEFINE THE CHARACTERISTICS OF THE SITE AND THE TYPE OF CONSTRUCTION WHICH WILL BE OCCURRING;
   B) DESCRIBE THE SITE PLAN FOR THE FACILITY TO BE CONSTRUCTED;
   C) DESCRIBE THE PRACTICES THAT WILL BE IMPLEMENTED TO CONTROL EROSION AND THE RELEASE OF POLLUTANTS IN STORM WATER;
   D) CREATE AN IMPLEMENTATION SCHEDULE;
   E) DESCRIBE THE FINAL STABILIZATION/TERMINATION DESIGN TO MINIMIZE EROSION AND PREVENT STORM WATER IMPACTS AFTER CONSTRUCTION IS COMPLETE.
3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO TCEQ.
4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.
7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE TPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN.
8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE:
   DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR;
   REGULAR COLLECTION OF WASTE;
   CONVENIENTLY LOCATED WASTE RECEPTACLES; AND
   DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.
10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.
14. THE CONTRACTOR SHALL CONSTRUCT A REINFORCED FILTER BARRIER (RFB) AT ALL LOCATIONS SHOWN ON PLANS. THE RFB SHALL BE CONSTRUCTED AS SHOWN ON THIS SHEET.

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL
REVISION:
1:
2:
3:
4:

PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)
PROJECT : SAN CARLOS, TEXAS
LOCATION :
OWNER : HIDALGO COUNTY

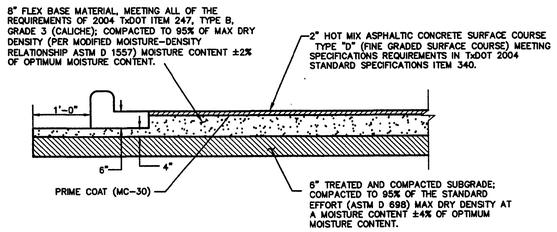
STATE OF TEXAS
CESAR ALEJANDRO GARCIA
102200
LICENSED PROFESSIONAL ENGINEER

Mata & Garcia
ARCHITECTS L.L.P
architecture
project management
interior design
Fernando Mata A.I.A., Partner
Hector Rene Garcia R.A., Partner
811 West Ivy Avenue McAllen, Texas 78501
Tel: (956) 631-1945
Fax: (956) 631-1968

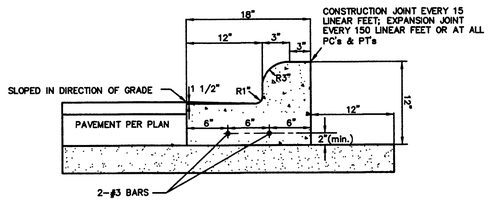
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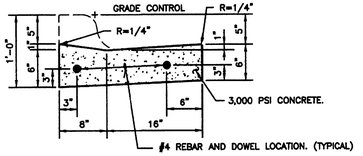
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
612 Nolana, Suite 520
McAllen, Texas 78504
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Fax. 956.687.5363
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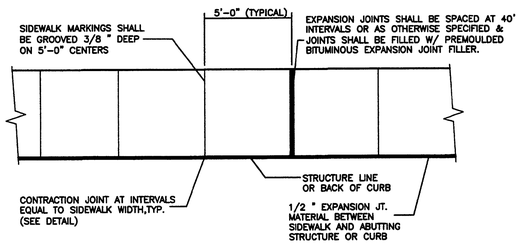
TYPICAL LIGHT DUTY ASPHALT SECTION (1)
SCALE: N.T.S.



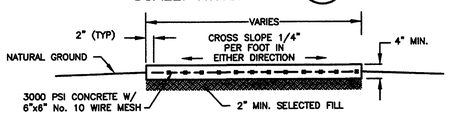
CURB AND GUTTER DETAIL (2)
SCALE: N.T.S.



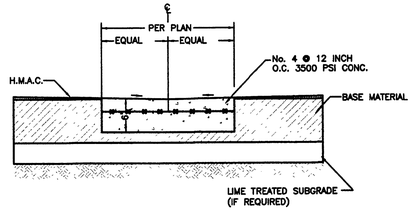
LAY DOWN CURB DETAIL (3)
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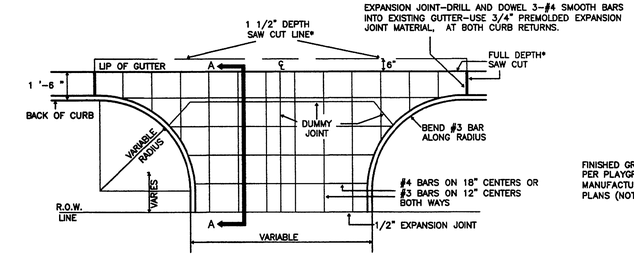
SIDEWALK PLAN (4)
SCALE: N.T.S.

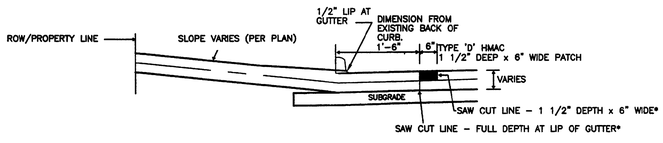


TYPICAL CONC. WALK SECTION (5)
SCALE: N.T.S.



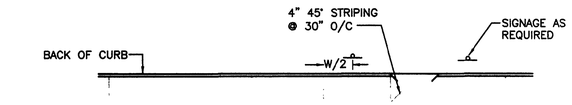
VALLEY GUTTER SECTION (6)
SCALE: N.T.S.

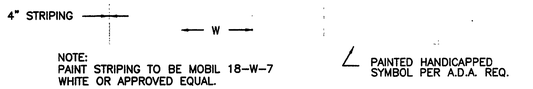




SECTION A-A

DRIVEWAY APPROACH DETAIL (7)
SCALE: N.T.S.

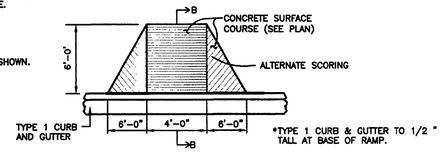


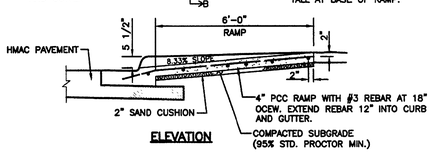


PARKING SPACE DETAIL (8)
SCALE: N.T.S.

NOTE:
WALKING SURFACE WILL HAVE DETECTABLE WARNING THAT CONSISTS OF CONTRACTION JOINTS SPACED 2 IN. CENTER-TO-CENTER AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT (RE: ADA SECTION 4.29.2). MATERIAL USED TO PROVIDE CONTRAST SHALL BE AN INTEGRAL PART OF THE WALKING SURFACE.

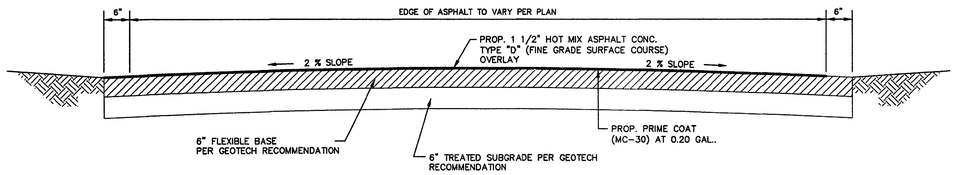
NOTE:
ALL RAMPS WILL HAVE SCORING AS SHOWN. SCORING LINES TO BE 1/8 " DEEP.



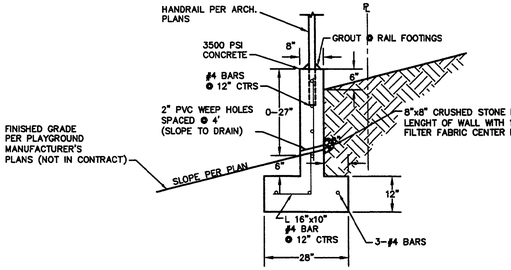


ELEVATION

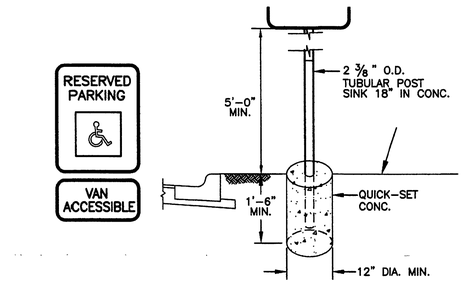
BARRIER FREE RAMP - TYPE I (9)
SCALE: N.T.S.



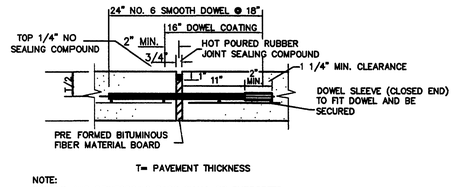
TYPICAL PEDESTRIAN PAVED WALK-WAY (10)
SCALE: N.T.S.



RETAINING WALL DETAIL (11)
SCALE: N.T.S.

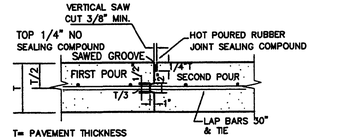


PARKING CONTROL SIGN DETAIL (12)
SCALE: N.T.S.



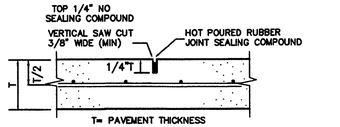
NOTE:
DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE.

EXPANSION JOINT (13)
SCALE: N.T.S.



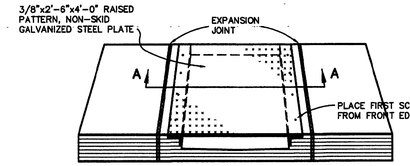
NOTE: CONTRACTOR SHALL PROTECT KEYWAY PRIOR TO SECOND POUR. IF LONGITUDINAL KEYWAY IS DAMAGED, CONTRACTOR SHALL REPAIR WITH THE USE OF LONGITUDINAL BUTT JOINT. DRILL DOWELS INTO FIRST POUR.

CONSTRUCTION JOINT (14)
SCALE: N.T.S.

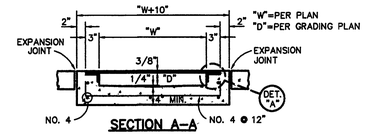


NOTE:
MAXIMUM JOINT SPACING SHALL BE 15'

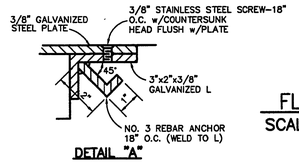
SAWED DUMMY (CONTROL) JOINT (15)
SCALE: N.T.S.



NOTE:
WHERE WALK EXCEEDS 5'-0" IN WIDTH, THE PLATE MAY BE INSTALLED AS TWO (2) SECTIONS OF EQUAL LENGTH.



SECTION A-A



DETAIL "A"

FLUME AT SIDEWALK (16)
SCALE: N.T.S.

PAVING DETAILS
SCALE: AS SHOWN

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL
REVISION:
1:
2:
3:
4:

PROJECT : PRECINCT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)
LOCATION : SAN CARLOS, TEXAS
OWNER : HIDALGO COUNTY

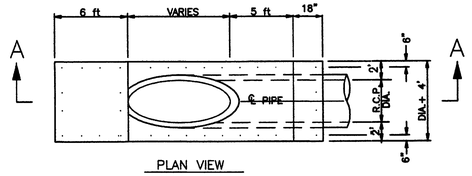
STATE OF TEXAS — WILLIAM RAY LEFEVRE — 106500 — LICENSED PROFESSIONAL ENGINEER — 07/31/13

Mata & Garcia ARCHITECTS L.L.P.
architecture
project management
interior design
Fernando Mata A.I.A., Partner
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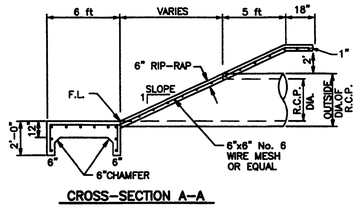
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722
Civil Engineering
Environmental Engineering
Planning
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PLAN VIEW

NOTES :

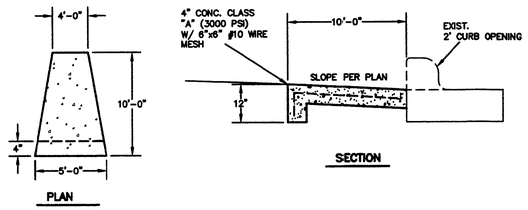
1. CONCRETE TO HAVE 3000 PSI MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 40,000 PSI YIELD STRENGTH.
3. DOWEL AT CONSTRUCTION JOINTS SHALL HAVE 36 X DIA. EMBEDMENT.



CROSS-SECTION A-A

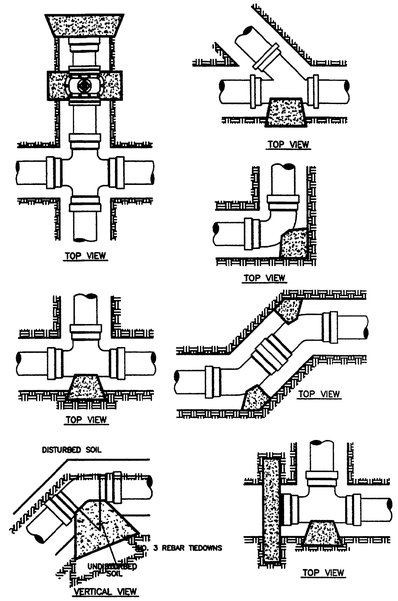
SLOPED END SECTION (1)

SCALE: N.T.S.



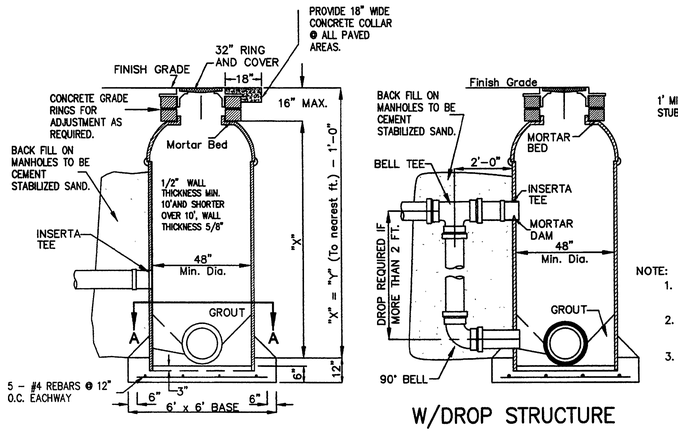
CONCRETE RIP-RAP AT CURB OPENINGS (2)

SCALE: N.T.S.

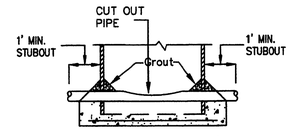


THRUST BLOCK DETAILS (4)

SCALE: N.T.S.



W/DROP STRUCTURE

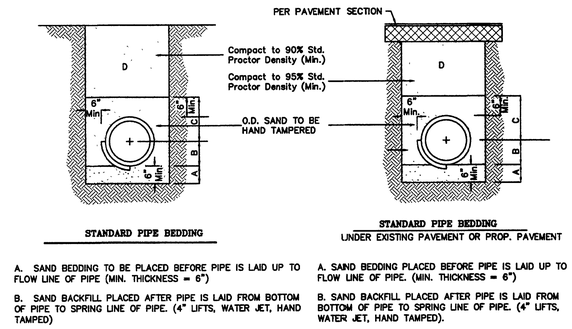


NOTE:

1. ALL CONNECTIONS LOCATED ABOVE MAIN PIPE SHALL REQUIRE AN INSERTA-TEE.
2. ALL PVC FITTINGS SHALL BE GASKET TYPE BELL.
3. ALL EXPOSED CONCRETE INSIDE OF MANHOLE, SHALL BE COATED WITH (CODE 0070) J-4 BRAND 760 TOP SERVICE BLACK, HEAVY DUTY COAL TAR COATING.

TYPICAL FIBERGLASS MANHOLE (6)

SCALE: N.T.S.



A. SAND BEDDING TO BE PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE (MIN. THICKNESS = 6")

B. SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, WATER JET, HAND TAMPED)

C. SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED)

D. FILL TRENCH W/SELECT BACKFILL, W/8" LIFTS COMPACT TO 90% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 90% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STORM LINE - BACKFILL A,B,C,D
SAND TO BE ARROYO SAND W/ PI <15

A. SAND BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. SAND BACKFILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE. (4" LIFTS, WATER JET, HAND TAMPED).

C. SAND BACKFILL PLACED FROM SPRING LINE OF PIPE TO 6" ABOVE TOP OF PIPE. (6" LIFTS, HAND TAMPED).

D. FILL TRENCH W/SAND, W/8" LIFTS COMPACT TO 95% STD. PROCTOR

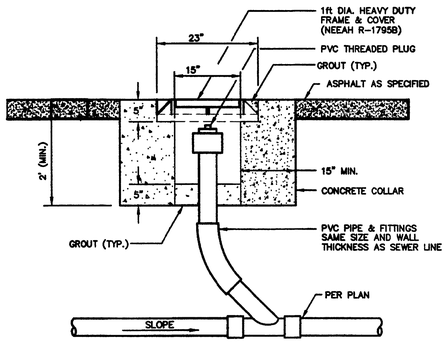
FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY. THE THICKNESS OF EACH LOOSE LAYER SHALL BE SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

STORM LINE - BACKFILL A,B,C,D
SAND TO BE ARROYO SAND W/ PI <15

BEDDING AND TRENCH BACKFILL DETAIL (3)

SCALE: N.T.S.



TYPICAL SANITARY SEWER CLEANOUT (5)

SCALE: N.T.S.

MUELLER (A-2360 SERIES) OR AMERICAN DARLING (SERIES 500) ONLY

TYPICAL VALVE AND VALVE BOX (7)

SCALE: N.T.S.

DRAINAGE AND UTILITY DETAILS

SCALE: AS SHOWN

PROJECT #: 201307
DATE: 00.00.13
DRAWN BY: HO
CHECKED BY: WRL
REVISION:
1:
2:
3:
4:

PRECINT NO. 4 - PARKS, RECREATIONAL FACILITY IMPROVEMENTS PROJECT (SUNFLOWER PARK)

PROJECT :
LOCATION : SAN CARLOS, TEXAS
OWNER : HIDALGO COUNTY

STATE OF TEXAS
WILLIAM R. LEFEVRE
79880
LICENSED PROFESSIONAL ENGINEER
10/31/13

Mata & Garcia
ARCHITECTS LLP
architecture
project management
interior design
Fernando Mata A.I.A., Partner
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Civil Engineering
Environmental Engineering
Planning
Project Management

CONTRACT DOCUMENTS

FOR THE

HIDALGO COUNTY PRECINCT NO. 4

Construction of Parking Lot at
San Carlos CRC and Sunflower Park

Hidalgo County, Texas

March 2016

Civil Engineer:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
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Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

Wesley Richard LeFevre, PE

LEMC No. 159

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: TX160008
  - 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

PURCHASING DEPARTMENT
County Of Hidalgo

March 14, 2016

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"
RFB PROJECT NO. 2016-115-03-30-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

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

"FRONT END DOCUMENTS"
FOR:

HIDALGO COUNTY PRECINCT NO. 4
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"
RFB PROJECT NO. 2016-115-03-30-MSS

TABLE OF CONTENTS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request For Bid Letter	1
2.	Advertisement	1
3.	Request for Bid, Legal Notice	8
4.	Exhibit C Insurance Requirements	4
5.	Exhibit D1, (CIQ) Conflict of Interest Questionnaire	3
6.	Exhibit D2, CIS-Conflict of Disclosure Statement	3
7.	Exhibit E	1
8.	Certification Regarding Debarment	1
9.	Vendor/Bidder Application and W-9 form(s)	6
10.	Statement of Credentials	5
11.	County Forms Submittal Checklist	1

The above mentioned items shall be found in this Request for Bids-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

REQUEST FOR SEALED BIDS
(RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	**2016-115-03-30-MSS**	**-HIDALGO COUNTY PRECINCT NO. 4- "Construction of Parking Lot at San Carlos CRC and Sunflower Park"**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: LeFevre Engineering, 612 W. Nolana, Ste 520, McAllen, TX 78504, Ph. (956) 687-5362 for the amount of $ each. 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, March 21, 2016 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM: -2802 S. Business Hwy 281, Edinburg, TX 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package, and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 P.M. on Wednesday, March 30, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by March 22, 2016. 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 7th DAY OF MARCH, 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS@1-866-HCR-SAFE OR 1-866-427-7233

Bid No: 2016-115-03-30-MSS	Buyer : Moises Salazar	Tel. No: (956) 318-2626 ext . 4863

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"Construction of Parking Lot at San Carlos CRC and Sunflower Park"

RFB PROJECT NO. 2016-115-03-30-MSS

BID OPENING DATE

MARCH 30, 2016

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

THE COUNTY OF HIDALGO TEXAS

1. Sealed bids will be received for **Hidalgo County Precinct No. 4 "Construction of Parking Lot at San Carlos CRC and Sunflower Park"** 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: **BID NO.: 2016-115-03-30-MSS Hidalgo County Precinct No. 4 "Construction of Parking Lot at San Carlos CRC and Sunflower Park"** 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 3:00 P.M., WEDNESDAY, March 30, 2016. 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 Precinct No. 4 "Construction of Parking Lot at San Carlos CRC and Sunflower Park" - RFB NO.: 2016-115-03-30-MSS-** Hidalgo 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 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 OF GOODS AND SERVICES INSTRUCTIONS (when applicable):

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent
  (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **Hidalgo County Precinct No. 4 "Construction of Parking Lot at San Carlos CRC and Sunflower Park" -RFB NO.: 2016-115-03-30-MSS**
  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, 3:00 P.M.	**March 30 , 2016**
Award of Contract	, 2016
Commence Work or Deliver Products	**, 2016**

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.

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.

20. Disclosure of Conflict of Interest

. Effective January 1, 2016, 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-1, 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. **Completed Form CIQ must be submitted 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. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB Project No. (2016-115), as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612

or via email to: moises.salazar@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT) will be included in packet as Exhibit "D-2" for information purposes. This is to inform all prospective Vendors of the new statue (HB 23), becoming effective on September 01, 2015.

FORM CIS IS THE SOLE RESPONSIBILITY OF HIDALGO COUNTY. Should you have any questions regarding HB23, (form CIS) please direct yourself and/or consult with your Legal Counsel.

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the County.

23. 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.

24. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Respondents must provide all documentation requested with this Request for Bid (RFB), in their response (except for the CIQ form if NON APPLICABLE). Failure to provide tis information may result in rejection of the RFB as nonconforming.

Bid
for
Hidalgo County Precinct No. 4
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"
BID NO.: 2016-115-03-30-MSS

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: _____

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal _____ and _____ as Surety, are hereby held and firmly bound unto _____

as Owner in the penal sum of $_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors an assigns.

Signed, this _____day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to _____a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the _____

_____

_____

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or using furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed he penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety dues hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set with hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
PRINCIPAL

_____
SURETY

SEAL:

BY: _____

EXHIBIT "A"

SPECIFICATIONS:

Hidalgo County
Hidalgo County Precinct No. 4 – Construction of Parking Lot at
San Carlos CRC and Sunflower Park
Bid No.: 2016-115-03-30-MSS

SCOPE OF WORK, SPECIFICATION REQUIREMENTS AND OTHER TERMS & CONDITIONS:

The County Of Hidalgo requests proposals for:
"Hidalgo County Precinct No. 1 – Construction of Parking Lot at
San Carlos CRC and Sunflower Park"
(See attached specifications as prepared by LeFevre Engineering & Management Consulting LLC.)

Engineering Firm Contact:
Emigdio "Milo" Salinas, P.E., Project Engineer
612 Nolana, Suite 520
McAllen, TX 78504
956-687-5362

Precinct Contact:

Hidalgo County-Purchasing Department
Contact:
Marth L. Salazar, CPPB, Purchasing Agent
956-318-2626

Technical Specifications

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

02040	Seeding for Erosion Control	2
02200	Earthwork & Site Grading	4
02233	Clearing and Grubbing	2
02270	Soil Erosion and Sediment Control	3
02316	Excavation and Backfill for Structures	7
02330	Embankment	3
02506	Polyvinyl Chloride Pipe	5
02516	Cast In Place Concrete Sitework	7
02580	Pavement Marking	2
02741	Asphaltic Concrete Pavement	6
02742	Prime Coat	4
02743	Tack Coat	3
02751	Concrete Pavement	11
02752	Concrete Pavement Joints	4
02753	Concrete Pavement Curing	2
02771	Curb, Curb and Gutter, and Headers	3
02775	Concrete Sidewalks	4
02920	Topsoiling and Finished Grading	2
02921	Hydro Mulch Seeding	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. Provide all civil work per specifications and drawings – Reconstruction of Mile 10 and Re-grading of existing drainage swales.

1.02 PIPING

A. All existing street culverts will be replaced with 18-inch RCP, and driveway culverts will be replaced with 15-inch HDPE; unless otherwise noted.

1.03 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 road. Following completion, this drawing set shall be turned over to the Engineer for updating the 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 road and turned over to the Engineer following completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.04 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.05 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 G E N E R A L

1.01 SECTION INCLUDES

A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the contract is for the reconstruction of Mile 10-12 including, but not limited to, Paving and Re-grading of Drainage Swales.

1.03 CASH ALLOWANCES

A. Include the Cash Allowances shown in the Proposal, if any.

1.04 ALTERNATES

A. Include the Alternates shown in the Proposal, if any.

1.05 OWNER FURNISHED PRODUCTS

A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

A. Work sequence will be the responsibility of the Contractor using good construction practices.

B. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.

B. Construction Operations: Limited to Owner's rights-of-way provided by Owner.

C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

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 01145

USE OF PREMISES

PART 1 G E N E R A L

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 G E N E R A L

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 P R O D U C T S

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 E X E C U T I O N - Not Used

END OF SECTION

Section 01330

SUBMITTAL PROCEDURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Project Record Documents.

2. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.

2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:

i. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;

ii. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;

iii. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.

7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.

2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify time nature of submittal, either ROUTINE or CRITICAL.

4. Identify variations from requirements of Contract Documents and identify product or system limitations.

5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.

2. As a minimum, Transmittal Cover information shall include:

   a. Contractor's name.
   b. Job number.
   c. Submittal number.
   d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
   e. Signature line for Contractor.
   f. Submittal type – routine or critical

3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents to the Engineer.

1.04 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.

C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:

i. As much as possible, all catalog cuts and manufacturer's information shall be original.

ii. Copies, when required, shall be clean and entirely legible.

iii. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.

iv. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.

B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

SECTION 01410

TPDES REQUIREMENTS

PART 1 G E N E R A L

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 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

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 G E N E R A L

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 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

A. The Owner shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control , perform in-place quality control and verification identified in individual Specification sections.

B. The Owner, with the assistance of the Engineer, shall have control of testing, sampling, and expenditures.

C. The Contractor shall coordinate the services of the project's Geotechnical Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material. The foundation excavations for structures shall be observed by the Geotechnical Engineer of Record prior to steel and/or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the subsurface materials described in the project's Geotechnical Engineering Study.

D. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

E. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor.

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. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.

B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, and Engineer.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of the Contractor.

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 the Engineer, Engineer and for testing laboratory personnel.

B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

C. Notify the Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

D. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer or testing laboratory for sampling or testing.

E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

F. 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 the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

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. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

B. The 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 the testing laboratories employed by the Contractor.

END OF SECTION

Section 01502

MOBILIZATION

PART 1 G E N E R A L

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 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 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. Traffic Control and Regulation

1.02 METHODS OF PAYMENT

A. No separate payment will be made for traffic control and regulation. Include the cost of traffic control and regulation in unit price for work requiring such control.

1.03 REFERENCES

A. Texas Manual of Uniform Traffic Control Devices (TMUTCD)

B. Texas Department of Transportation (TxDOT) permit (if applicable)

C. Railroad company permit(s) (if applicable)

1.04 PERFORMANCE REQUIREMENTS

A. Provide all necessary signs, barricades, marking, lighting, and other equipment and supplies required to comply with the TMUTCD (and TxDOT permit, and/or Railroad Company permit, if applicable)

B. Provide all necessary certified flagmen required to comply with the TMUTCD (and TxDOT permit, if applicable)

PART 2 PRODUCTS

A. Equipment and materials must be furnished, installed and operated by an experienced contractor regularly engaged in traffic control system design, installation and operation.

B. All equipment must be in good repair and operating order.

C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 EXECUTION

A. Provide labor, material, equipment, techniques and methods required to provide safe traffic control and regulation. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Notify, TxDOT and/or Railroad Company as required by the permit(s) (if applicable).

C. Provide continuous system operation, including nights, weekends and holidays. Arrange for appropriate backup if electrical power is primary energy source for traffic control system.

D. Remove system(s) upon completion of construction or when traffic control is no longer required.

END OF SECTION

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 E X E C U T I O N

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 G E N E R A L

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 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

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, 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 G E N E R A L

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 P R O D U C T S

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 E X E C U T I O N

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 G E N E R A L

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 P R O D U C T S

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 E X E C U T I O N

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 G E N E R A L

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 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

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.

END OF SECTION

Section 01578

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising flood waters.

C. Disposing of removed water.

1.02 METHOD OF PAYMENT

A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work in related sections.

1.03 REFERENCES

A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.

B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

C. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.

D. Texas Commission of Environmental Quality, TCEQ General Permit Number TX150000 Relating to Discharges from Construction Activities.

1.04 DEFINITIONS

A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.

1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The 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 the 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, as required 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 as required to protect the Work from any source of surface water.

D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

A. Conduct surface and subsurface investigations to identify ground water and surface water conditions and to provide parameters for design, installation, and operation of control systems.

B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Trench Safety Systems, to produce the following results:

1. Effectively reduce the hydrostatic pressure affecting:
    a. Excavations.
    b. Tunnel excavation, face stability or seepage into tunnels.

2. Develop a 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 the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.

5. Maintain stability of sides and bottom of excavations.

C. Provide ground water control systems that may 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 any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and 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 and surface water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the control operations. Modify control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage caused by control systems or resulting from failure of the system to protect property as required.

1.06 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittals.

B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. Submit a plan to include the following:

1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.

2. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.

3. Surface water control and drainage installations.

4. Proposed methods and locations for disposing of removed water.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Comply with requirements of agencies having jurisdiction.

B. Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites. (If Applicable)

C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 P R O D U C T S

2.01 EQUIPMENT AND MATERIALS

A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for control of ground and surface water.

B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

C. All equipment must be in good repair and operating order.

D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 E X E C U T I O N

3.01 GROUND WATER CONTROL

A. Provide labor, material, equipment, techniques and methods to lower, control and manage ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.

B. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.

C. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.

D. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.

E. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.02 EXCAVATION DRAINAGE

A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.03 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. The 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 such agencies.

END OF SECTION

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 02040

SEEDING FOR EROSION CONTROL

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. "Seeding for Erosion Control" shall consist of preparing ground, providing for sowing of seeds, mulching with straw, hay or cellulose fiber and other management practices along and across such areas as are designated on the plans and in accordance with these specifications.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for square yard of ground cover using manufacturer recommended application rates.

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.

PART 2 P R O D U C T S

2.01 GENERAL

A. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed, (PLS = Purity x Germination), name and type of seed.

B. Additional materials required shall be provided as required.

2.02 SEED

A. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of use on the project.

B. Each variety of seed shall be furnished and delivered in separate bags or containers.

C. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.

D. Buffalo grass shall be treated with a fungicide approved the Engineer.

E. The amount of seed planted per acre shall be of the type listed in the Table below.

Common Name	Scientific Name
Green Spragletop	Leptochloa dubia
Sidoats Grama (El Reno or Premier)	Boutleoua gracilis
Blue Grama (Texas Grown)	Bouteloua gracilis
Buffalo grass (Treated)	Buchloe dactyloides

Western Wheat grass	Agropyron smithii
Blackwell Switchgrass	Panicum virgatum
Caucasian Bluestem	Andropogon caucasicus
K.R. Bluestem	Andropogon lehmanniana
Lehmann Love grass	Pennisetum ciliare
Rhodegrass	Chloris gayana
Bermuda and Giant Bermunda Grass (Hulle)	Cynodon dactylon
Sand Dropseed	Sporobolus cryptandrum
Bahiagrass (Pensacola)	Paspalum noatum
Weeping Lovegrass	Eragrotis curvula
Sand Bluestem	Andropogon hallii

PART 3 E X E C U T I O N

3.01 PLANTING SEASON

A. All Planting shall be done between the dates specified for each highway district except as specifically authorized in writing

B. The pure live seed planted per acre shall be of the type specified with the mixture, rate and planting dates as follows except as specifically shown on plans.

a. September 15 to March 1: Seeding to be with combination of 2 pounds per 1,000 square feet of un-hulled Bermuda grass (Cynoden Dactolyn) and 2 pounds per 1,000 square feet of winter rye with a purity of 95% germination.

b. March 2 to September 14: Seeding to be with hulled Bermuda grass (Cynoden Dactolyn) at a rate of 2 pounds per 1,000 square feet with a purity of 95% with 85% germination.

END OF SECTION

SECTION 02200
EARTHWORK & SITE GRADING

PART 1 - GENERAL

1.1 SCOPE

A. Perform all work required to complete the project as indicated by the Contract Documents, and furnish all supplementary items necessary for the completion of all work specified in this Section.

B. The work included in this Section shall include furnishing all labor, tools, materials and incidentals required to complete the work; excavate and fill to the lines, elevations and limits shown on the drawings for all pavements, buildings, landscaped areas, etc. as indicated below and cleaning up. The landscaped areas shall be graded to an elevation 6 inches below finished grade allowing for topsoil placement. The pavement areas shall be graded to an elevation below finished grade allowing for pavement placement. Building foundation areas shall be prepared in accordance with the geotechnical investigation and these specifications. The Contractor shall comply with all requirements of the city standards, the E.P.A. requirements and with the standards and specifications stated herein. All earthwork shall be done in accordance with the Geotechnical Investigation.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 02100 - Site Clearing
B. Section 02270 - Soil Erosion and Sediment Control
B. Section 02515 - Portland Cement Concrete Paving

1.3 QUALITY ASSURANCE

A. Codes and Standards

1. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction. The contractor shall have a trench safety plan prepared by a registered professional engineer for all excavations in excess of 5 feet deep.

B. Testing and Inspection Service

1. The owner will engage a soil testing and inspection service for quality control testing during earthwork operations to inspect and test all soil materials proposed for use in all excavation and fill operations.

1.4 JOB CONDITIONS

A. Existing Utilities

1. It shall be the Contractor's responsibility to verify the location (horizontal and vertical depth) of all utilities prior to beginning earthwork operations. If utilities are to remain in place, provide protection from damage during construction operations.

2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult owner immediately for directions as to how to proceed. Cooperate with owner, public and private utility companies in keeping services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by owner or adjacent properties, except when permitted in writing by property owner and then only after temporary utility services have been provided.

B. Use of Explosives

1. The use of explosives is not permitted.

C. Protection of Persons and Property

1. Barricade open excavations occurring as part of this work and post with warning lights. Provide traffic control as required by the city and as required to protect the public.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout and other hazards created by excavation operations.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. Fill Material:

1. Onsite excavated material free from trash, vegetation, rocks and lumps of earth larger than 4 inches in diameter or other objectionable material. Imported fill, if required, shall also be clean and have a liquid limit less than 50 percent.

B. Select Material:

1. Uniformly blended clayey sand to very sandy with a plasticity index between 6 and 15 and liquid limit of less than 35 percent.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine the areas and conditions under which earthwork and site grading operations are to be performed. After excavation to subgrade, proofroll with a heavy pneumatic tired roller, loaded dump truck or similar equipment weighing approximately 25 tons or greater to help compact pockets of loose soil and expose additional areas of weak, soft or wet soils in the presence of the owner's representative. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 EXCAVATION

A. The Contractor shall excavate to the lines and elevations shown on the drawings, as previously indicated herein, regardless of the type, condition, or moisture content of the material encountered. Conduct excavation operations to provide positive drainage, at contractor's expense, at all times during construction. If positive drainage cannot be maintained, contractor shall keep standing water out of all excavations with adequate dewatering equipment.

B. All areas shall be cut accurately to the indicated grades. Care shall be taken to prevent excavation below the grades indicated and any bottoms or slopes that have been undercut shall be backfilled with approved materials and compacted to the required fill density.

C. Excavation required for rough grading shall be finished within a tolerance of 0.10 foot above or below the rough grade and in no case shall depressions be left that will not completely drain.

3.3 BUILDING SUBGRADE

A. Follow recommendations in geotechnical report and on the structural drawings.

3.4 FILLING

A. Remove all vegetation, organic materials and debris prior to placing fill.

B. Fill used below the parking and landscape areas shall be onsite soils encountered in the excavation or imported fill except grass, weeds, roots, vegetation and similar materials. The largest rock, particle or clod shall be less than 4 inches in diameter prior to compaction.

C. Care should be taken that utility cuts are not left open for extended periods and that cuts are properly backfilled. A positive cut-off of 1' thick compacted clay at the building line shall be used to help prevent water from migrating in the utility trench.

D. Before fill is placed under pavement or if subgrade is in an excavation, subgrade soils shall be scarified to a depth of 8" and recompacted between 93 and 98 percent of maximum dry density per ASTM D698 at a moisture content from +2 to +5 percent above optimum moisture content.

E. Fill below all pavement and landscaped areas shall be placed in 6 to 8 inch loose lifts and compacted to a minimum dry density of 95 percent of the standard proctor density (ASTM D698) under pavement and 90 percent elsewhere. The moisture content shall be between -1 and +3 percent above optimum.

F. Compaction shall be obtained by use of sheeps foot rollers, rubber-tired rollers, or other approved equipment capable of obtaining the required density. In the event the embankment material is too wet or too dry for adequate compaction, the contractor shall add moisture or dry the material as required to the extent necessary to obtain the required density.

3.5 PAVEMENT SUBGRADE

A. Construct subgrades for paved areas to conform to the grades, lines and cross sections shown on the drawings and per the recommendations in the geotechnical report.

B After the pavement subgrades have been shaped and compacted, bring the surface to a firm, unyielding surface by rolling the entire area with an approved vibratory roller. Compact all areas inaccessible to the roller with hand tampers weighing not less than 50 pounds, and with face area not more than 100-square-inches. Unless the material at the time of the rolling contains sufficient moisture to insure proper compaction, add water as directed before compacting. Allow the material containing excess moisture to dry to the proper consistency and moisture content before being compacted.

3.6 MOISTURE CONTROL

A. Where soil material must be moisture conditioned before compaction, uniformly apply required amount of water to surface of soil material in such manner as to prevent free water appearing on surface during, or subsequent to, compaction operations.

B. Remove and replace, or scarify and air dry soil material that is too wet to permit compaction to specified percentage of maximum density.

C. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread on surface where directed by owner's representative and permitted to dry. Assist drying by discing, harrowing or pulverizing until moisture-density relation tests fall within the herein-specified range.

3.7 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction

1. Testing laboratory services shall be in accordance with section 01410.
2. Allow owner's testing service to inspect and approve subgrades and fill layers before further construction work is performed. In the building areas, there will be at least 1 density test per 2500 square feet per lift with a minimum of 3. In the pavement areas there will be at least 1 density test per 5000 square feet per lift with a minimum of 3.
3. If, in the opinion of the owner, based on testing service and inspection, the subgrade or fills which have been placed are below the specified density, the contractor shall provide additional compaction and testing at no additional expense to the owner.
4. The results of density tests which may be selected will be considered satisfactory when they are in each instance equal to or greater than the specified density, and if not more than 1 density test out of 5 has a value greater than 2% below the required density.

3.8 MAINTENANCE

A. Protection of Graded Areas

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
2. Repair and re-establish grades in settled, eroded, and rutted areas to the specified tolerances.

B. Reconditioning Compacted Areas

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction. Use hand tamping for recompaction over underground utilities.

3.8 DISPOSAL OF EXCESS AND WASTE MATERIALS

Remove all excess excavation, trash, debris and waste materials, and legally dispose of off the owner's property, at no additional cost.

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

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 applicable codes 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 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 in accordance with the applicable portions of Section 01321 – Construction 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 in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

SECTION 02270
SOIL EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all soil erosion and sediment control, as indicated, in accord with provisions of Contract Documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation in order to meet the United States Environmental Protection Agency requirements.

1.2 QUALITY ASSURANCE

A. Erosion Control Standards:

1. United States Environmental Protection Agency, National Pollutant Discharge Elimination System (NPDES) - Storm Water Management for Construction Activities.

2. North Central Texas Council of Governments (NCTCOG) - Storm Water Quality Best Management Practices for Construction Activities.

1.3 EROSION CONTROL PRINCIPLES:

A. Perform demolition, construction and other soil disturbances in a manner which minimizes soil erosion.

B. Retain and protect existing vegetation as much as is feasible.

C. Keep area which is exposed and free of vegetative cover to a minimum, within practical limits.

D. Protect exposed critical areas during prolonged construction or other land disturbance by temporary seeding, mulching or other suitable stabilization measures.

1.4 JOB CONDITIONS:

A. Comply with all requirements of the EPA for implementation of the storm water pollution prevention plan, under the NPDES General Permits for Storm Water Discharges from Construction Sites.

1.5 SUBMITTALS

A. Project Information:

1. Submit copy of NPDES Storm Water Permit for Construction Activities to Owner prior to construction.

PART 2 - PRODUCTS

2.1 MATERIALS:

A. Filter Fabric: Sediment control silt fabrics, AMOCO Style #2125 or approved equal.

B. Crushed stone.

C. Metal clips or ties.

D. Steel fence posts.

E. Grass Seed: annual ryegrass or Bermuda depending on the season.

F. Concrete block.

G. Wire screen.

PART 3 - EXECUTION

3.1 BEGINNING CONSTRUCTION

A. Prior to general demolition, install temporary silt fences and stabilized construction entrance as indicated on the storm water pollution prevention plan or where directed by Owner.

B. Construct erosion control devices in accordance with the storm water pollution prevention plan and as directed by the Owner during demolition and as demolition progresses.

C. Seed disturbed areas where construction activities temporarily cease at rate necessary to achieve a full stand of grass. Reseed as required until good stand of grass is achieved.

3.2 DURING CONSTRUCTION

A. Maintain temporary silt fences.

B. Inspect regularly, especially after rainstorms.

C. Repair or replace damaged or missing items.

D. Sow temporary grass cover over disturbed areas where construction activities temporarily cease for more than 21 days and as required by NPDES permit.

E. Install inlet protection as indicated by the storm water pollution prevention plan at each inlet.

F. Provide swales and dikes as necessary to direct all water towards a protected device.

G. Do not disturb existing vegetation (grass and trees) outside limits of demolition.

H. Remove sediment from behind temporary silt fences when it reaches a depth of 6 in.

3.3 COMPLETION OF CONSTRUCTION AND STABILIZATION OF THE SITE

A. Remove from site all temporary erosion control devices.

END OF SECTION

Section 02316

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Clearing and grubbing, 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. No separate or additional payment will be made for clearing and grubbing, surface water control, ground water control, or for excavation drainage. Include in the unit price or lump sum construction of structures.

3. 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 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 ASTM D 2487.

2. Materials that cannot be compacted to the required density due to either 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. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement shall be considered suitable, unless otherwise indicated.

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 the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.

F. Foundation Base: For foundation base material, use crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.

G. Foundation Subgrade: Foundation subgrade is the surface of the natural soil which has been excavated and prepared to support the foundation base or foundation backfill, where needed.

H. Ground Water Control Systems: Installations external to the excavation such as well points, eductors, or deep wells. Ground water control includes dewatering to lower the ground water, intercepting seepage which would otherwise emerge from the side or bottom of the excavation, and depressurization to prevent failure or heaving of the 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 the excavation. Remove rain water and surface water which accidentally enters the excavation as a part of excavation drainage.

J. Excavation Drainage: Removal of surface and seepage water in the excavation by sump pumping and using French drains surrounding the foundation to intercept the water.

K. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below the foundation as shown on Drawings, and backfilled with foundation backfill material.

L. Shoring System: A structure that supports the sides of an excavation to maintain stable soil conditions and prevent cave-ins.

1.04 REFERENCES

A. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.

B. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, using 5.5-lb (2.49-kg) Rammer and 12-in. (304.88-mm) Drop.

C. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.

D. ASTM D 2487 - Classification of Soils for Engineering Purposes.

E. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).

G. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

H. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.

I. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

J. 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 a work plan for excavation and backfill for each structure with complete written description which identifies details of the proposed method of construction and the sequence of operations for construction relative to excavation and backfill activities. The descriptions, with supporting illustrations, shall be sufficiently detailed to demonstrate to the Engineer that the procedures meet the requirements of the Specifications and Drawings.

C. Submit excavation safety system plan.

1. The excavation safety system plan shall be in accordance with applicable OSHA requirements for all excavations.

2. The excavation safety system plan shall be in accordance with the requirements of Section 01561 - Trench Safety System, for all excavations that fall under State and Federal trench safety laws.

D. Submit a 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 in accordance with requirements of Section 01454 - Testing Laboratory Services and as specified in this Section.

B. Contractor shall 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 the requirements of this Specification.

B. Use equipment which will produce the degree of compaction specified. Backfill within 3 feet of walls shall be compacted with hand operated equipment. Do not use equipment weighing more than 10,000 pounds closer to walls than a horizontal distance equal to the depth of the 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. Backfill materials shall conform to the classifications and product descriptions of Section 02320 - Utility Backfill Materials. The classification or product description for backfill applications shall be as shown on the 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 the 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 01561 - Trench Safety Systems.

D. Project sites, rights-of-way and easements shall be made ready for construction operations in accordance with Section 02233 – Clearing and Grubbing.

E. Remove existing pavements and structures, including sidewalks and driveways, in accordance with requirements of Section 02221 - Removing Existing Pavements and Structures.

F. 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 the grading limits as designated on the Drawings, and in accordance with requirements of Section 01562 - Tree and Plant Protection.

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 are indicated on the 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 recompact 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 the 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 the absolute minimum necessary. No additional payment will be made for excess excavation.

B. The use of explosives or headache balls is prohibited.

C. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify Resident Project Representative and obtain instructions before proceeding in such areas.

D. Immediately notify the agency or company owning any line which is damaged, broken or disturbed. Obtain approval from Resident Project Representative and agency for any repairs or relocations, either temporary or permanent.

E. Avoid settlement of surrounding soil due to equipment operations, excavation procedures, vibration, dewatering, or other construction methods.

F. 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.

G. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed by the Engineer, replace those which are damaged or destroyed by the Work.

H. Provide sheeting, shoring, and bracing where required to safely complete the Work, to prevent excavation from extending beyond limits indicated on Drawings, and to protect the Work and adjacent structures or improvements. Sheeting, shoring, and bracing used to protect workmen and the public shall conform to requirements of Section 01561 - Trench Safety Systems.

I. Prevent voids from forming outside of sheeting. Immediately fill voids with grout, concrete fill, cement stabilized sand, or other material approved by Resident Project Representative.

J. After completion of the 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 the Work and adjacent structures or improvements.

K. Immediately fill and compact voids left or caused by removal of sheeting with cement stabilized sand or material approved by Resident Project Representative.

3.04 HANDLING EXCAVATED MATERIALS

A. Classify excavated materials. Place material which is suitable for use as backfill in orderly piles at a sufficient distance from excavation to prevent slides or cave-ins.

3.05 DEWATERING

A. Provide ground water control per Section 01578 - Control of Ground Water and Surface Water.

B. Keep ground water surface elevation a minimum of 2 feet below the bottom of the foundation base.

C. Maintain ground water control as directed by Section 01578 - Control of Ground Water and Surface Water and until the structure is sufficiently complete to provide the required weight to resist hydrostatic uplift with a minimum safety factor of 1.2.

3.06 FOUNDATION EXCAVATION

A. Notify Resident Project Representative at least 48 hours prior to planned completion of foundation excavations. Do not place the foundation base until the excavation is accepted by the Resident Project Representative.

B. Excavate to elevations shown on Drawings, as needed to provide space for the foundation base, forming a level undisturbed surface, free of mud or soft material. Remove pockets of soft or

otherwise unstable soils and replace with foundation backfill material or a material as directed by the Resident Project Representative. Prior to placing material over it, recompact the subgrade where indicated on the Drawings, scarifying as needed, to 95 percent of the maximum Standard Dry Density according to ASTM D 698. If the specified level of compaction cannot be achieved, moisture condition the subgrade and recompact until 95 percent is achieved, over-excavate to provide a minimum layer of 24 inches of foundation backfill material, or other means acceptable to the Resident Project Representative.

C. Fill unauthorized excessive excavation with foundation backfill material or other material as directed by the Resident Project Representative.

D. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in a satisfactory, undisturbed condition. Keep excavations free of standing water and completely free of water during concrete placement.

E. Soils which become unsuitable due to inadequate dewatering or other causes, after initial excavation to the required subgrade, shall be removed and replaced with foundation backfill material, as directed by Resident Project Representative, at no additional cost to the Owner.

F. Place foundation base, or foundation backfill material where needed, over the subgrade on same day that excavation is completed to final grade. Where base of excavations are left open for longer periods, protect them with a seal slab or cement-stabilized sand.

G. Crushed aggregate, and other free draining Class I materials, shall have a filter fabric as specified in Section 02621 - Geotextile, separating it from native soils or select material backfill. The fabric shall overlap a minimum of 12 inches beyond where another material stops contact with the soil.

H. Crushed aggregate, and other Class I materials, shall be placed in uniform layers of 8-inch maximum thickness. Compaction shall be by means of at least two passes of a vibratory compactor.

3.07 FOUNDATION BASE

A. After the subgrade is properly prepared, including the placement of foundation backfill where needed, the foundation base shall be placed. The foundation base shall consist of a 12-inch layer of crushed stone aggregate or cement stabilized sand. Alternately, a seal slab with a minimum thickness of 4 inches may be placed. The foundation base shall extend a minimum of 12 inches beyond the edge of the structure foundation, unless shown otherwise on the Drawings.

B. Where the foundation base and foundation backfill are of the same material, both may be placed in one operation.

3.08 BACKFILL

A. Complete backfill to surface of natural ground or to lines and grades shown on Drawings. Use existing material that qualifies as select material, unless indicated otherwise. 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 the concrete has reached a minimum of 85 percent of the specified compressive strength. Where walls are supported by slabs or intermediate walls, do not begin backfill operations until the 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 fill material at no less than 2 percent below nor more than 2 percent above optimum moisture content. Place fill material in uniform 8-inch maximum loose layers. Compaction of fill shall be to at

least 95 percent of the maximum Standard Dry Density according to ASTM D 698 under paved areas. Compact to at least 90 percent around structures under unpaved areas.

E. Where backfill is placed against a sloped excavation surface, run compaction equipment across the boundary of the cut slope and backfill to form a compacted slope surface for placement of the next layer of backfill.

F. Place backfill using cement stabilized sand in accordance with Section 02321 - Cement Stabilized Sand.

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 a 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 the following frequencies and conditions:

1. A minimum of one test for every 100 cubic yards of compacted backfill material.

2. A minimum of three density tests for each full work shift.

3. Density tests will be performed in all placement areas.

4. The number of tests will be increased if inspection determines that soil types or moisture contents are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density.

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. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.

E. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at Contractor's expense.

3.10 DISPOSAL OF EXCESS MATERIAL

A. Dispose of excess materials in accordance with requirements of Section 01576 - Waste Material Disposal.

END OF SECTION

Section 02330

EMBANKMENT

PART 1 G E N E R A L

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/ft³ (600 kN-m/m³)).

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 P R O D U C T S

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 E X E C U T I O N

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 02506

POLYVINYL CHLORIDE PIPE

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Polyvinyl chloride (PVC) pressure pipe for water distribution and sanitary sewer force mains in nominal diameters 4 inches through 16 inches.

B. Polyvinyl chloride sewer pipe for gravity sanitary sewers in nominal diameters 4 inches through 48 inches.

C. Polyvinyl chloride pressure pipe for gravity sanitary sewers and force mains in nominal diameters 4 inches through 36 inches.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

~~1. No separate payment will be made for PVC pipe under this section. Include cost in unit price for work included as specified in the following sections:~~

~~a. Section 02511 - Water Main~~

~~b. Section 02531 - Gravity Sanitary Sewers~~

~~c. Section 02532 – Sanitary Sewer Force Mains~~

~~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. ANSI A21.5 (AWWA C 105) - Polyethylene Encasement for Ductile-Iron Piping for Water and Other Liquids.

B. ANSI A21.10 (AWWA C 110) - Ductile-Iron and Gray-Iron Fittings, 3 inches through 48 inches for Water and Other Liquids.

C. ANSI A21.11 (AWWA C 111) - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.

D. ASTM D 1248 - Standard Specification for Polyethylene Plastics Molding and Extrusion Materials.

E. ASTM D 1784 - Standard Specification for Rigid Polyvinyl Chloride Compound and Chlorinated Polyvinyl Chloride Compounds.

F. ASTM D 2241 - Standard Specification for Polyvinyl Chloride Plastic Pipe (SDR-PR).

G. ASTM D 2321 - Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe.

H. ASTM D 2444 - Test Method for Impact Resistance of Thermoplastic Pipe and Fittings by Means of a Tup (Falling Weight).

I. ASTM D 3034 - Specification for Type PSM Polyvinyl Chloride Sewer Pipe and Fittings.

J. ASTM D 3139 - Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.

K. ASTM D 3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.

L. ASTM F 477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

M. ASTM F 679 - Specification for Polyvinyl Chloride Large-Diameter Plastic Gravity Sewer Pipe and Fittings.

N. ASTM F 794 - Specification for Polyvinyl Chloride Large-Diameter Ribbed Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

O. AWWA C 909 - Polyvinyl Chloride Pressure Pipe, 4 Inches Through 12 Inches for Water Distribution.

P. AWWA C 905 - Polyvinyl Chloride Water Transmission Pipe, Nominal Diameters 14 Inches Through 36 Inches.

Q. UNI-B-11 - Recommended Standard Specification for Polyvinyl Chloride Water Transmission Pipe (Nominal Diameters 14 Inches through 36 Inches).

R. UNI-B-13 - Recommended Standard Performance Specification for Joint Restraint Devices for Use with Polyvinyl Chloride Pipe.

1.04 SUBMITTALS

A. Conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit shop drawings showing design of new pipe and fittings indicating alignment and grade, laying dimensions, fabrication, fittings, flanges, and special details.

1.05 QUALITY CONTROL

A. Submit manufacturer's certifications that PVC pipe and fittings meet requirements of this Section and AWWA C 900 or AWWA C 905 for pressure pipe applications, or the appropriate ASTM standard specified for gravity sewer pipe.

B. Submit manufacturer's certification that PVC pressure pipe has been hydrostatically tested at the factory in accordance with AWWA C 900 or AWWA C 909 and this Section.

C. When foreign manufactured material is proposed for use, have material tested for conformance to applicable ASTM requirements by certified independent testing laboratory located in United States. Certification from any other source is not acceptable. Furnish copies of test reports to Engineer for review. Cost of testing shall be borne by Contractor.

PART 2 P R O D U C T S

2.01 MATERIAL

A. Use PVC compounds in the manufacture of pipe that contain no ingredient in an amount that has been demonstrated to migrate into water in quantities considered to be toxic.

B. Furnish PVC pressure pipe manufactured from Class 12454-B virgin PVC compounds as defined in ASTM D 1784. Provide pipe which is homogeneous throughout, free of voids, cracks, inclusions, and other defects, uniform as commercially practical in color, density, and other physical properties. Deliver pipe with surfaces free from nicks and scratches with joining surfaces of spigots and joints free from gouges and imperfections which could cause leakage.

C. For PVC pressure pipe used for water mains, provide self-extinguishing PVC pipe that bears Underwriters' Laboratories mark of approval and is acceptable without penalty to Texas State Fire Insurance Committee for use in fire protection lines.

D. Gaskets:

1. Gaskets shall meet the requirements of ASTM F 477. Use elastomeric factory-installed gaskets to make joints flexible and watertight.

E. Lubricant for rubber-gasketed joints: Water soluble, non-toxic, non-objectionable in taste and odor imparted to fluid, non-supporting of bacteria growth, having no deteriorating effect on PVC or rubber gaskets.

F. PVC pipe for water service shall bear National Sanitation Foundation Seal of Approval (NSF-PW).

2.02 WATER SERVICE PIPE

A. Pipe 4-inch through 12-inch: AWWA C 909, Class 150, DR 18; nominal 20-foot lengths; cast-iron equivalent outside diameters.

B. Pipe 16-inch: AWWA C 905; Class 235; DR 18; nominal 20-foot lengths; cast-iron equivalent outside diameter.

C. Joints: ASTM D 3139; push-on type joints in integral bell or separate sleeve couplings. Do not use socket type or solvent weld type joints.

D. Make curves and bends by deflecting the joints. Do not exceed maximum deflection recommended by the pipe manufacturer. Submit details of other methods of providing curves and bends for review by Engineer.

E. Hydrostatic Test: AWWA C 909, AWWA C 905, ANSI A 21.10 (AWWA C 110); at point of manufacture; submit manufacturer's written certification.

F. Detectable underground warning tape shall be 3” wide Magna Tec or approved equal.

2.03 BENDS AND FITTINGS FOR PVC PRESSURE PIPE

A. Bends and Fittings: Conform to the requirements of Item 02501 – Ductile Iron Pipe and Fittings.

2.04 GRAVITY SANITARY SEWER PIPE

A. PVC gravity sanitary sewer pipe shall be in accordance with the provisions in the following table:

WALL CONSTRUCTION	ASTM DESIGNATION	SDR (MAX.)/ STIFFNESS (MIN.)	DIAMETER SIZE RANGE
Solid	D3034	SDR 26 / PS 115	6" to 15"
	D3034	SDR 35 / PS 46	6" to 15"
	F679	SDR 35 / PS 46	18" to 27"
	AWWA C909	DR 18 / N/A	4" to 12"
	AWWA C905	DR 18 / N/A	14" to 36"
Profile	F794 F794	N/A / 46 psi N/A / 46 psi	12" TO 48" 21" TO 48"

B. When solid wall PVC pipe 18 inches to 27 inches in diameter is required in SDR 26, provide pipe conforming to ASTM F 679, except provide wall thickness as required for SDR 26 and pipe strength of 115 psi.

C. For sewers up to 12-inch-diameter crossing over waterlines, or crossing under waterlines with less than 2 feet separation, provide minimum 150 psi pressure-rated pipe conforming to ASTM D 2241 with suitable PVC adapter couplings for a minimum of 10 feet each direction from the waterline.

D. Joints: Spigot and integral wall section bell with solid cross section elastomeric or rubber ring gasket conforming to requirements of ASTM D 3212 and ASTM F 477, or ASTM D 3139 and ASTM F 477. Gaskets shall be factory-assembled and securely bonded in place to prevent displacement. The manufacturer shall test a sample from each batch conforming to requirements ASTM D 2444.

E. Fittings: Provide PVC gravity sewer sanitary bends, tee, or wye fittings for new sanitary sewer construction. PVC pipe fittings shall be full-bodied, either injection molded or factory fabricated. Saddle-type tee or wye fittings are not acceptable.

~~2.05 SANITARY SEWER FORCE MAIN PIPE~~

~~A. Provide PVC pressure pipe conforming to the requirements for water service pipe, and conforming to the minimum working pressure rating specified in Section 02532 - Sanitary Sewage Force Mains.~~

~~B. Acceptable pipe joints are integral bell-and-spigot, containing a bonded-in elastomeric sealing ring meeting the requirements of ASTM F 477. In designated areas requiring restrained joint pipe and fittings, use EBAA Iron Series 2000PV, Uniflange Series 1350 restrainer, or equal joint restraint device conforming to UNI-B-13, for PVC pipe 12-inch diameter and less.~~

~~C. Fittings: Provide ductile iron fittings as per Paragraph 2.03, except furnish fittings with one of the following internal linings:~~

~~1. Nominal 40 mils (35 mils minimum) virgin polyethylene complying with ASTM D 1248, heat fused to the interior surface of the fitting, as manufactured by American Cast Iron Pipe "Polybond", or U.S. Pipe "Polyline".~~

~~2. Nominal 40 mils (35 mils minimum) polyurethane, Corro-pipe II by Madison Chemicals, Inc.~~

~~3. Nominal 40 mils (35 mils minimum) ceramic epoxy, Protecto 401 by Enduron Protective Coatings.~~

~~D. Exterior Protection: Provide polyethylene wrapping of ductile iron fittings as required by Section 02528 - Polyethylene Wrap.~~

~~E. Hydrostatic Tests: Hydrostatically test pressure rated pipe in accordance with Paragraph 2.02E.~~

PART 3 E X E C U T I O N

3.01 PROTECTION

A. Store pipe under cover out of direct sunlight and protect from excessive heat or harmful chemicals in accordance with the manufacturer's recommendations.

3.02 INSTALLATION

A. Conform to requirements of Section 02511 - Water Mains, Section 02531 - Gravity Sanitary Sewers, and Section 02532 - Sanitary Sewage Force Mains, as applicable.

B. Install PVC pipe in accordance with Section 02317 - Excavation and Backfill for Utilities, ASTM D 2321, and manufacturer's recommendations.

C. Water service pipe 12 inches in diameter and smaller: Installed to clear utility lines and have minimum 4 feet of cover below lowest property line grade of street, unless otherwise required by Drawings.

D. Avoid imposing strains that will overstress or buckle the pipe when lowering pipe into trench.

E. Install 3” wide detectable warning tape approximately 24” below the finished surface above all pipe runs.

END OF SECTION

SECTION 02516
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish all labor, materials, services and equipment as required in conjunction with or properly incidental to placing of concrete as described herein and/or as shown on the drawings.

B. Includes all cast-in-place concrete for paving, curbs, sidewalks, inlets, culverts and headwalls.

1.2 RELATED DOCUMENTS

A. Drawing and general provisions of Contract and Division 2 Specification sections, apply to work of this Section.

1.3 CODES AND STANDARDS

A. The work described in this Section, unless otherwise noted on the Drawings, or herein specified, shall be governed by the latest editions of the following codes or specifications.

1. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete".
2. ACI 305, "Hot Weather Concreting".
3. ACI 306, "Cold Weather Concreting".
4. ACI 309, "Standard Practice for Consolidation of Concrete:.
5. ACI 311, "ACI Manual of Concrete Inspection".
6. ASTM C33, Standard Specification for Concrete Aggregate.
7. ASTM C94, Standard Specification for Ready-Mix Concrete.
8. ASTM C136, Standard Method for Sieve Analysis of Fine and Coarse Aggregates.
9. ASTM C150, Standard Specification for Portland Cement.
10. ASTM C260, Standard Specification for Air-Entraining Admixtures.
11. ASTM C494, Standard Specification for Chemical Admixtures for Concrete.
12. ASTM C595, Standard Specification for Blended Hydraulic Cements.

1.4 QUALITY ASSURANCE

A. Concrete production facilities shall meet the requirements for certification by the National Ready Mixed Concrete Association.

B. Concrete batchers shall be completely interlocked semi-automatic or automatic batchers, as defined by the Concrete Plant Manufacturers Bureau.

C. Concrete batchers shall have graphic, digital, or photographic recorders, which shall register both empty balance and total weight (or volume of water or admixture) of each batched material, time to the nearest minute, date, identification of batch, and numerical count of each batch. Copies of the record shall be furnished to the Testing Laboratory.

1.5 CONCRETE MIX DESIGN

A. Design concrete mixes in accordance with ACI 318.

B. Submit proposed mix designs, including confirmation cylinder test results, in accordance with ACI 318 to the Engineer for evaluation a minimum of 14 days prior to placing concrete. Show:

1. Proportions of cement, fine and coarse aggregates, and water.
2. Combined aggregate gradation.
3. Aggregate specific gravities and gradations.
4. Water-cement ratio, design strength, slump and air content.
5. Type of cement and aggregates.
6. Type and dosage of admixtures.
7. Type, color and dosage of integral coloring compounds, where applicable.
8. Special requirements for pumping.
9. Range of ambient temperature and humidity for which design is valid.
10. Any special characteristics of mix which require precautions in mixing, placing, or finishing techniques to achieve finished product.

The use of fly ash is not permitted.

C. Mix designs based on record of past performance in accordance with ACI 301 Method 2, may be submitted in lieu of mix designs required above, provided all necessary information is included.

D. Check mix designs and revise if necessary wherever changes are made in aggregates or in surface water content of aggregate or workability of concrete. Slump shall be minimum to produce workable mix. Laboratory shall prescribe maximum quantity of water.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Mix and deliver concrete to project ready-mixed in accordance with ASTM C94. Mix concrete a minimum of 70 revolutions of transit mix drum at mixing speed. A minimum of 40 revolutions shall be at the production plant.

B. Schedule delivery so that continuity of any pour will not be interrupted for over 15 minutes.

C. Place concrete on site within 90 minutes after proportioning materials at batch plant.

1.7 JOB CONDITIONS

A. Hot Weather Requirements:
1. Follow ACI 301 and ACI 305.

2. Provide retarding type admixture conforming to ASTM C494, Type A or D in accordance with manufacturer's recommendations.

3. Maximum concrete temperature shall not exceed 95°F.
a. Maximum concrete temperature for concrete with a specified strength greater than 6000 psi shall not exceed 90°F.

B. Cold Weather Concreting:

1. Follow ACI 301 and ACI 306.

2. When ambient temperature at site is below 40°F, or is expected to fall to that temperature within ensuing 24 hours, heat water and/or aggregate prior to adding to mix so that temperature of concrete will be between 60°F and 90°F at time of placement.

3. Maintain temperature of deposited concrete above 32°F and for a minimum of seven days after placing.

C. Temperature Changes: Maintain changes in concrete temperature as uniformly as possible, but in no case exceed change of 5°F per hour or 25°F in any 24 hour period.

D. Combustion heaters shall not be used during the first 48 hours without precautions to prevent exposure of concrete and workmen to exhaust gases containing carbon dioxide and/or carbon monoxide.

E. Admixtures intended to accelerate hardening of concrete or produce higher than normal strength at early periods will not be permitted unless specified. The use of calcium chloride is specifically prohibited.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cement:

1. Portland Cement, Type I or III, conforming to the requirements of ASTM C150.
2. Blended Hydraulic Cements, Type 1P, conforming to the requirements of ASTM C595.

B. Aggregate:

1. Fine: ASTM C33; clean, hard, durable, uncoated, natural sand, free from silt, loam or clay.

2. Coarse: ASTM C33; hard, durable, uncoated, crushed stone, gradation in accordance with Size No. 467 for piers and footings and Size No. 67 for all other concrete. Maximum aggregate size shall be in accordance with ACI 318.

3. Grading shall be in accordance with "Standard Method for Sieve Analysis of Fine and Coarse Aggregates" (ASTM C136).

C. Water: ASTM C94, Paragraph 4.1.3; potable, clean and free from oil, acid and injurious amounts of vegatable matter, alkalies, and other impurities.

D. Admixtures:

1. Cement-dispersing, water-reducing types that follow water-cement ratio law. Admixtures shall conform to ASTM C494, Type A or D, and shall be used strictly in accordance with manufacturer's recommendations and as determined by the Testing Laboratory. Admixture shall not discolor concrete or in any way affect the appearance of the concrete.

a. High-range water reducing admixture conforming to ASTM C494, Type F, may be used as required and shall be one of the following types or equal:
   1. Gifford-Hill PSI Super
   2. Master Builders Admixture LA-35
   3. SIKA Sikament
   4. W.R. Grace WRDA-19

2. An air-entraining admixture conforming to ASTM C260 shall be used and shall be one of the following types or equal:

   a. Gifford-Hill Air-Tite
   b. Master Builders MB-VR
   c. SIKA AER
   d. W.R. Grace Darex AEA

3. Use of calcium chloride is specifically prohibited.

E. Non-Shrink Cement Grout:

1. Qualities: Premixed non-shrink grout requiring only addition of water. Non-metallic type grout where grout will be sight exposed.

   a. Minimum compressive strength of 5000 psi at 7 days and 7500 psi at 28 days when placed at a plastic consistency of 115% flow factor.
   b. Free of chlorides, sulphates or gas producing agents.

2. Standards:

   a. Overall product: CRD - C-621.
   b. Compressive Strength: ASTM C109, 2 inch cubes.
   c. Bleed Performance: CRD - C-611.
   d. Flow Factor: ASTM C230.

2.2 CONCRETE MIXES

A. Strength: Concrete is classified and specified by ultimate compressive strength (f'c) at the age of 28 days.

B. Design concrete to yield strengths indicated on the Drawings.

C. Concrete permanently exposed to weather shall contain an air-entraining admixture to produce a range of 4.5% to 7.5% air by volume of concrete.

D. Proportions: Proportions of cement, aggregate, and water to attain required plasticity and compressive strength shall be in accordance with ACI 318.

PART 3 - EXECUTION

3.1 GENERAL

A. Inserts: Give the various trades and subcontractors ample notification and opportunity to furnish any and all anchors, nailers, pipes, conduits, boxes, inserts, thimbles, sleeves, frame vents, wires, supports, or other items required to be built into the concrete by the provisions of the drawings or of the specification governing the work of such trades and subcontractors, or as it may be necessary for the proper execution of their work. Obtain suitable templates or instructions for the installations of such items which are required to be placed in the forms.

B. Slump: Concrete shall not be placed when its plasticity, as measured by slump tests, is outside the following limits: 5 inches maximum, 2 inches minimum.

C. Classes of Concrete and Usage: Concrete of the several classes of concrete required shall have the characteristics shown on the Drawings.

D. Mixing: Transit-mixed concrete conforming to the requirements of ASTM C94 shall be used in lieu of concrete mixed at the job site. Concrete shall not be transported or used in any case after a period in excess of ninety (90) minutes has elapsed after the introduction of water into the mixer. The agency supplying transit-mixed concrete shall have a plant of sufficient capacity and adequate transportation facilities, to assure continuous delivery at the rate required. The frequency of deliveries to the site of the work must be such as to provide for placing the concrete continuously throughout any one (1) pour.

E. Conveying Concrete: Convey concrete from the mixer to the place of final deposit by methods which will prevent the separation or loss of the ingredients. Concrete to be conveyed by pumping shall be submitted to the Testing Laboratory for evaluation for each class of concrete specified before being used. Test cylinders for pumped concrete shall be taken at the discharge end of the pumping equipment.

F. Equipment for chuting, pumping, and pneumatically conveying concrete shall be of such size and design as to assure a practically continuous flow of concrete at the delivery end without separation of the materials. The use of gravity-flow or aluminum chutes or conveyors for transporting concrete horizontally will not be permitted.

3.2 FIELD CONCRETE CONTROL AND TESTING

A. Secure composite samples in accordance with ASTM C172. Each sample shall be obtained from a different batch of concrete on a random basis, avoiding any selection of the test batch other than by a number selected at random before commencement of concrete placement.

B. All concrete with required strength of 6000 psi or less shall be tested as follows:

1. Mold and cure five (5) specimens from each sample in accordance with ASTM C31.

2. Two (2) specimens shall be tested at seven days for information, two shall be tested at 28 days for acceptance, and the remaining cylinder shall be tested as directed.

C. Any deviations from the requirements of ASTM Specifications shall be recorded in the test report. Test concrete specimens in accordance with ASTM C39.

D. Make at least one strength test (five specimens) for each 100 cu. yd. or fraction thereof, of

each mix design of concrete placed in any one day. Determine slump of the concrete sample for each strength test and whenever consistency of concrete appears to vary, in accordance with ASTM C143.

E. Determine air content of air-entrained, normal weight and/or lightweight, concrete sample for each strength test, in accordance with either ASTM C231, ASTM C173, or ASTM C138. Determine temperature of concrete sample for each strength test.

F. Inspect each batch of concrete, adjust amounts of mixing water to assure uniform consistency from truck to truck. Check mixing from mixers before mix begins to set and within time limits set forth in ASTM C94.

1. Control addition of water to concrete at job site and length of time concrete is allowed to remain in truck during placement.
2. Certify each delivery ticket indicating class of concrete delivered, amount of water added and time at which cement and aggregate was discharged into truck, and time at which concrete was discharged from truck.

G. Should the strength of concrete fall below the minimum, then additional tests, including load tests, may be required. These tests, if required, shall be made at the contractor's expense and shall be in accordance with ASTM C42 and ACI 318. If tests do not meet the applicable requirements, then the structure, or any part of the structure, shall be removed and replaced at the contractor's expense. The specified strength must be met at 28 days. If not, the concrete is considered not acceptable and must be removed and replaced. The .85 factor in ACI 318 will not be allowed.

H. Test reports shall show concrete mix identification number or give proportions of ingredients, time test was made, truck ticket, number, slump and time of batching, and location of each placement.

I. Report promptly to Engineer all details of reasons for rejection of any and all quantities of concrete. Give all information concerning locations of the concrete pours, quantities, date of pours, and other pertinent facts concerning concrete represented by the specimens.

J. Grout: For every one third (1/3) cubic yards of grout placed, grout strength shall be tested with a set of cubes as follows:

1. A set of cubes shall consist of three cubes to be tested at 7 days, and three cubes to be tested at 28 days.
2. Test cubes shall be made and tested in accordance with ASTM C109, with the exception that the grout should be restrained from expansion by a top plate.

3.3 PLACING CONCRETE

A. Place concrete in reasonably uniform layers, approximately horizontal, and not more than eighteen inches (18") deep, exercising care to avoid vertical joints or inclined planes. The piling up of concrete in the forms in such a manner as to cause the separation or loss of any of its ingredients will not be permitted. Concrete which has partially set or hardened shall not, under any circumstances, be deposited in the work.

B. Place concrete in the forms as nearly in its final position as is practical to avoid rehandling. Exercise special care to prevent splashing the forms or reinforcement with concrete.

Remove any hardened or partially hardened concrete which has accumulated on the forms or reinforcement before the work proceeds. Do not place concrete on previously deposited concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the respective member or section, except as hereinafter specified.

C. Do not permit concrete to drop freely any distance greater than five feet (5'). Where longer drops are necessary, use a chute, tremie, or other acceptable conveyance to assist the concrete into place without separation. Do not pour directly into any excavations where water is standing.

D. Vibration: As soon as concrete is deposited, thoroughly agitate same by means of mechanical vibrators and suitable hand tools, so manipulated as to work the mixture well into all parts and corners of the forms, and entirely around the reinforcement and inserts. Mechanical vibrators shall maintain frequencies in accordance with the recommendations of ACI 309, Table 5.1.4 and shall be operated by competent workmen. Over vibrating and use of vibrators to transport concrete within forms shall not be allowed. A spare vibrator shall be kept on the job site during all concrete placing operations.

E. Bonding: Before depositing any new concrete on or against previously deposited concrete which has partially or entirely set, the surface of the latter shall be thoroughly roughened and cleaned of all foreign matter, scum and laitance.

F. Construction Joints: Except as otherwise specifically indicated on the drawings, each concrete member shall be considered as a single unit of operations, and all concrete for the same shall be placed continuously in order that such unit will be monolithic in construction. Should construction joints prove to be absolutely unavoidable, same shall be located at or near the midpoints of spans. Additional construction joints shall not be made under any circumstances without prior review by the engineer.

G. Protect all freshly placed concrete from washing by rain, flowing water, etc. Do not allow the concrete to dry out from the time it is deposited in the forms until the expiration of the curing period.

H. Grout shall be mixed only in such quantities as are needed for immediate use. No retempering shall be permitted and materials which have been mixed for a period exceeding thirty (30) minutes shall in no case be used upon any portion of the work.

I. Imperfect or damaged work, or any material damaged or determined to be defective before final completion and acceptance of the entire job, shall be satisfactorily replaced at the contractor's expense and shall be in conformity with all of the requirements of the contract documents. Removal and replacement of concrete work shall be done in such a manner as not to impair the appearance or strength of the structure in any way.

J. Cleaning: Upon completion of the work, all forms, equipment, protective coverings and any rubbish resulting therefrom shall be removed from the premises. Finished concrete surfaces shall be left in a clean and perfect condition, satisfactory to the owner. Sweep with an ordinary broom and remove all mortar, concrete droppings, loose dirt, mud, etc.

END OF SECTION

SECTION 02580
PAVEMENT MARKING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pavement striping and handicap symbols.
2. Primer adhesive.

1.2 SUBMITTALS

A. Product Data: Submit manufacturer's product literature and installations instructions including guidelines and templates as required.

B. Samples: Submit test samples when requested.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements: Handicap parking space marking shall comply with state of Texas and city requirements.

1.4 PROJECT CONDITIONS

A. Apply marking when surfaces are thoroughly dry and when air temperature is above 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers:

1. Sherwin-Williams.
2. Pratt & Lambert.

2.2 MATERIALS

A. Latex Paint:

1. Colors: White, yellow, red, and blue as required.

2. Acceptable products - Sherwin-Williams:
   a. White or Yellow: Set Fast Latex Traffic Marking Paint or Acrylic Water Borne Traffic Marking Paint.
   b. Red or Blue: Metalatex Semi-Gloss Coatings.

3. Acceptable Products - Devoe:
   a. White or Yellow: #416XX Traffic-Line Water Based Traffic Marking Paint.
   b. Red or Blue: #83XX Mirrolac W.B.

B. Paint Primer: As recommended by paint manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Ensure new concrete and asphaltic concrete paving has cured for 30 days minimum prior to application of pavement marking.

3.2 PREPARATION

A. Clean surface of scale, dirt, mud, sand gravel, oil, grease and other foreign material.

B. On portland cement concrete, apply primer for striping as recommended by paint manufacturer to act as barrier coat with curing compound.

C. Layout lines and symbols in advance of making application. Space control points at intervals to ensure accurate location of markings.

3.3 PAINT STRIPING APPLICATION

A. Lay out markings using guide line, templates and forms as required. Use white or yellow, match existing paint to distinguish parking spaces. Use red paint for fire lanes.

B. Apply 4" wide stripes at manufacturer's recommended rate.

C. Stencil "FIRE LANE - NO PARKING" in 4" high white block letters on red background 6" high and of appropriate length for lettering background at intervals not closer than 25 ft. and not farther apart than 50 ft. on curbs and pavement throughout length of fire lane.

E. Place suitable warning signs near work site to alert approaching traffic from all directions to prevent damage to newly painted surfaces.

3.4 PROTECTION

A. Protect pavement markings in accordance with manufacturer's instructions.

END OF SECTION

Section 02741

ASPHALTIC CONCRETE PAVEMENT

PART 1 G E N E R A L

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 Submittal Procedures Section of this Project Manual.

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, 140º F stokes	1000	± 200	2000	± 400
Viscosity, 275º F stokes	1.9	-	2.5	-
Penetration, 77º 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, 140º F stokes		3000	-	6000
Ductility, 77º 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		Percent	HVEEM Stability Percent
Min.	Max.	Optimum	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 E X E C U T I O N

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 G E N E R A L

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 P R O D U C T S

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 680ºF 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 Submittal Procedures Section of this Project Manual.

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.	120	160

Solubility in Trichloroethylene, %	97.5	---
Ductility at 77°F, 5 cm/min., cms	100	---

PART 3 E X E C U T I O N

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 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 G E N E R A L

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 Submittal Procedures Section of this Project Manual.

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 P R O D U C T S

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 E X E C U T I O N

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 G E N E R A L

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 Submittal Procedures of this Project Manual.

B. Submit manufacturer's product data for cover materials and liquid membrane-forming compounds.

PART 2 P R O D U C T S

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 E X E C U T I O N

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 02771

CURB, CURB AND GUTTER, AND HEADERS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Reinforced concrete curb, reinforced monolithic concrete curb and gutter, and mountable curb.

B. Paving headers and railroad headers poured monolithically with concrete base or pavement.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. Payment for curbs and for curbs and gutter is on linear foot basis measured along face of curb.~~

~~2. Payment for headers is on linear foot basis measured between lips of gutters adjacent to concrete base and measured between backs of curbs adjacent to streets.~~

~~3. 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 SUBMITTALS

A. Submittals shall conform to requirements of Submittal Procedures.

B. Submit details of proposed formwork for approval.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Concrete: Conform to material and proportion requirements for concrete of Section 02751 - Concrete Paving.

B. Reinforcing Steel: Conform to material requirements for welded wire fabric of Section 02751 - Concrete Paving.

C. Grout: Nonmetallic, nonshrink grout containing no chloride producing agents conforming to the following requirements.

1. Compressive strength
   a. at 7 days: 3500 psi
   b. at 28 days: 8000 psi

2. Initial set time: 45 minutes

3. Final set time: 1.5 hours

D. Preformed Expansion Joint Material: Conform to material requirements for preformed expansion joint material of Section 02752 - Concrete Pavement Joints.

E. Expansion Joint Filler: Conform to material requirements for expansion joint filler of Section 02752 - Concrete Pavement Joints.

F. Mortar: Mortar finish composed of one part Portland cement and 1-1/2 parts of fine aggregate. Use only when approved by Resident Project Representative.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Prepare subgrade in accordance with applicable portions of sections on excavation and fill, embankment, and subgrade and roadbed.

3.02 PLACEMENT

A. Guideline: Set to follow top line of curb. Attach indicator to provide constant comparison between top of curb and guideline. Ensure flow lines for monolithic curb and gutters conform to slopes indicated on Drawings.

B. Forms: Brace to maintain position during pour. Use metal templates cut to section shown on Drawings.

C. Reinforcement: Secure in position so that steel will remain in place throughout placement. Reinforcing steel shall remain at approximate center of base or pavement as indicated on Drawings.

D. Joints: Place in accordance with Section 02752 - Concrete Pavement Joints. Place dummy groove joints at 6-foot centers at right angles to curb lines. Cut dummy grooves 1/4 inch deep using an approved edging tool.

E. Place concrete in forms to required depth. Consolidate thoroughly. Do not permit rock pockets in form. Entirely cover top surfaces with mortar.

3.03 MANUAL FINISHING

A. After concrete is in place, remove front curb forms. Form exposed portions of curb, and of curb and gutter, using mule which conforms to curb shape, as shown on Drawings.

B. Thin coat of mortar may be worked into exposed face of curb using mule and two-handled wooden darby at least 3 feet long.

C. Before applying final finish move 10-foot straightedge across gutter and up curb to back form of curb. Repeat until curb and gutter are true to grade and section. Lap straightedge every 5 feet.

D. Steel trowel finish surfaces to smooth, even finish. Make face of finished curb true and straight.

E. Edge outer edge of gutter with 1/4-inch edger. Finish edges with tool having 1/4-inch radius.

F. Finish visible surfaces and edges of finished curb and gutter free from blemishes, form marks and tool marks. Finished curb or curb and gutter shall have uniform color, shape and appearance.

3.04 MECHANICAL FINISHING

A. Mechanical curb forming and finishing machines may be used instead of, or in conjunction with, previously described methods. Use of mechanical methods shall provide specified curb design and finish.

3.05 CURING

A. Immediately after finishing operations, cure exposed surfaces of curbs and gutters in accordance with Section 02753 - Concrete Pavement Curing.

3.06 TOLERANCES

A. Top surfaces of curb and gutter shall have uniform width and shall be free from humps, sags or other irregularities. Surfaces of curb top, curb face and gutter shall not vary more than 1/8 inch from edge of straightedge laid along them.

3.07 PROTECTION

A. Maintain curbs and gutters in good condition until completion of the Work.

B. Replace damaged curbs and gutters to comply with this Section.

END OF SECTION

Section 02775

CONCRETE SIDEWALKS

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Reinforced concrete sidewalks.

B. Wheelchair Ramps.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. Payment for concrete sidewalks is on square foot basis.~~

~~2. Payment for wheelchair ramps of each type specified is on a per ramp basis. The removal of existing sidewalk and curb or curb and gutter is included in the cost of the ramp.~~

~~3. 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 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

B. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

C. ASTM C 42 - Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

D. ASTM C 138 - Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.

E. ASTM C 143 - Test Method for Slump of Hydraulic Cement Concrete.

F. ASTM C 172 - Practice for Sampling Freshly Mixed Concrete.

G. ASTM D 698 - Standard Test Methods for Moisture - Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-Pound Rammer and 12-inch Drop.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit certified testing results and certificates of compliance.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Concrete: Conform to material and proportion requirements for concrete paving.

B. Reinforcing Steel: Conform to material requirements for welded wire fabric of Section 02751 - Concrete Paving.

C. Preformed Expansion Joint Material: Conform to material requirements for preformed expansion joint material of Section 02752 - Concrete Pavement Joints.

D. Expansion Joint Filler: Conform to material requirements for expansion joint material of Section 02752 - Concrete Pavement Joints.

E. Forms: Use straight, unwarped wood or metal forms with nominal depth equal to or greater than the proposed sidewalk thickness. The use of 2" by 4" lumber as forms will not be allowed.

F. Sand Bed: Conform to material requirements for bank run sand of Section 02320 - Utility Backfill Materials.

G. Sodding: Conform to material requirements for sodding of Section 02922 - Sodding.

PART 3 E X E C U T I O N

3.01 REPLACEMENT

A. Replace sidewalks which are removed or damaged during construction with sidewalk of thickness and width equivalent to those removed or damaged.

B. Provide replaced and new sidewalks with wheelchair ramps if sidewalk intersects curb at street or driveway.

3.02 PREPARATION

A. Identify and protect utilities which are to remain.

B. Protect living trees, other plant growth, and features designated to remain.

C. Conduct clearing and grubbing operations in accordance with Section 02233 - Clearing and Grubbing.

D. Excavate subgrade to the line, grade, and cross section shown on Drawings. Remove soft spots and pumping soils and replace with select fill material in accordance with the applicable portions of Item 02317 - Excavation and Backfill for Utilities.

E. Immediately after subgrade is prepared, cover with compacted sand bed to depth as shown on Drawings. Pour concrete when sand is moist but not saturated.

3.03 PLACEMENT

A. Setting Forms: Securely stake forms to line and grade. Maintain position during concrete placement.

B. Reinforcement: Install 6x6, W2.9 x W2.9 welded wire fabric or No. 3 reinforcing steel bars on 18-inch centers longitudinally and transversely. Lay longitudinal bars in walk continuously, except through expansion joints. Support reinforcement in manner to maintain reinforcement in center of slab vertically during placement.

C. Expansion Joints: Install expansion joints in accordance with Section 02752 - Concrete Pavement Joints.

~~D. Colored Concrete: Apply coloring agent in accordance with Section 02761 - Colored Concrete for Medians and Sidewalks if called for on the Drawings.~~

E. Place concrete in forms to specified depth and consolidate with immersion type vibrator or manual tamping device. Manual tamping devices shall only be used with approval of the Resident Project Representative. Bring mortar to surface.

F. Strike off to smooth finish with wood strike board. Finish smoothly with wood hand float. Brush across sidewalk lightly with fine-haired brush.

G. Unless otherwise indicated on Drawings, mark off joints 1/8 inch deep, at spacing equal to width of walk. Use joint tool equal in width to edging tool.

H. Finish edges with tool having 1/4-inch radius.

I. After concrete has set sufficiently, refill space along sides of sidewalk to top of walk with suitable material. Tamp until firm and solid. Dispose of excess material in accordance with Waste Material Disposal. Repair driveways and parking lots damaged by sidewalk excavation.

3.04 CURING

A. Conform to requirements of concrete pavement curing.

3.05 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of the testing laboratory services.

B. Compressive Strength Test Specimens: Four test specimens for compressive strength test will be made in accordance with ASTM C 31 for each 30 cubic yards or less of sidewalk that is placed in one day. Two specimens will be tested at 7 days. The remaining two specimens will be tested at 28 days. Specimens will be tested in accordance with ASTM C 39.

C. Yield test for cement content per cubic yard of concrete will be made in accordance with ASTM C 138. If such cement content is found to be less than that specified per cubic yard, reduce batch weights until amount of cement per cubic yard of concrete conforms to requirements.

D. If the Contractor places concrete without notifying the laboratory, the Owner will have the concrete tested by means of a core test as specified in ASTM C 42. If the concrete does not meet the specification, the cost of the test will be deducted from payment due the Contractor.

E. Sampling of fresh concrete shall be in accordance with ASTM C 172.

F. Take slump tests when cylinders are made and when concrete slump appears excessive.

G. If any 28-day laboratory test indicates that concrete of low strength has been placed, the concrete in question shall be tested by taking cores as directed by the Resident Project Representative. At least three representative cores shall be taken and tested as specified in ASTM C 42 and the cost deducted from payment due the Contractor.

3.06 NONCONFORMING PAVEMENT

A. Remove and replace areas of sidewalk that fail compressive strength tests, with concrete of thickness shown on Drawings.

B. Nonconforming sidewalk sections shall be replaced at no additional cost to the Owner.

3.07 PROTECTION

A. Maintain sidewalks in good condition until completion of the Work.

B. Replace damaged sidewalks in accordance with Paragraph 3.01, Replacement.

END OF SECTION

SECTION 02920

TOPSOILING AND FINISHED GRADING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish all labor, materials, tools, equipment, and services for all topsoiling and finished grading, as indicated, in accord with provisions of contract documents.

B. Completely coordinate with work of all other trades.

C. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

1.2 LOCATION OF WORK

A. All areas within limits of construction, areas of surplus material disposal, and all areas which are disturbed in the course of the work.

1.3 RELATED SECTIONS

A. Section 02200 - Earthwork and Site Grading

B. Section 02233 - Clearing and Grubbing

1.4 QUALITY ASSURANCE

A. Finish Grading Tolerance:
   1. 0.1 ft. (30 mm) plus/minus from required elevations.

1.5 JOB CONDITIONS:

A. Verify amount of topsoil stockpiled and determine amount of additional topsoil, if necessary to complete work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil:
   1. Original fertile, friable surface soil typical of the area, capable of supporting native plant growth, reasonably free of subsoil, clay, weeds, roots, and stones larger than 1 inch.
      a. Use existing topsoil stockpiled under Section 02100.
      b. If amount of topsoil stockpiled is less than amount necessary for the work, furnish all additional topsoil required at no additional cost to the Owner.
      c. Contractor may import topsoil to the site with prior review and approval by the Owner's Representative.

B. Surplus Material:
   1. Legally dispose of surplus material offsite.

PART 3 - EXECUTION

3.1 ROUGH GRADE REVIEW

A. Rough grading shall be inspected and approved by owner's representative before site work proceeds.

3.2 PREPARATION

A. Correct, adjust and/or repair rough graded areas.
   1. Cut off mounds and ridges.
   2. Fill gullies and depressions.
   3. Perform other necessary repairs.
   4. Bring all sub-grades to specified contours, even and properly compacted.

B. Remove all stones and debris over 2 in. (50 mm) in any dimension.

3.3 PLACING TOPSOIL

A. Do not place topsoil when subgrade is either wet or frozen enough to cause clodding.

B. Spread topsoil to minimum compacted depth of 6 in. (100 mm) for all disturbed earth areas.

C. Make finished surface free of stones, sticks, dirt clods or other material 1 in. (25 mm) or more in any dimension.

D. Drag finish with harrow (or hand rake) to insure smooth finish to the lines and grades indicated.

E. Restore areas occupied by stockpiles to condition of rest of finished work.

3.4 ACCEPTANCE

A. Upon completion of topsoiling, obtain owner's representative acceptance of grade and surface.

END OF SECTION

Section 02921

HYDRO MULCH SEEDING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Seeding, fertilizing, mulching, and maintenance of areas indicated on Drawings.

1.02 MEASUREMENT AND PAYMENT

~~A. Unit Prices.~~

~~1. Payment for hydro mulch seeding is on an acre basis.~~

~~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 SUBMITTALS

A. Conform to requirements of Submittal Procedures Section of this Project Manual.

B. Submit certification from supplier that each type of seed conforms to these specifications and requirements of Texas Seed Law. Certification shall accompany seed delivery.

C. Submit certificate stating that fertilizer complies with these specifications and requirements of Texas Fertilizer Law.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Topsoil: Conform to material requirements of Topsoil.

B. Seed: Conform to U.S. Department of Agriculture rules and regulations of Federal Seed Act and Texas Seed Law. Seed shall be certified 90 percent pure and furnish 80 percent germination and meet following requirements:

1. Rye: Fresh, clean, Italian rye grass seed (lollium multi-florum), mixed in labeled proportions. As tested, minimum percentages of impurities and germination must be labeled. Deliver in original unopened containers.

2. Bermuda: Extra-fancy, treated, lawn type common bermuda (Cynodon dactylon). Deliver in original, unopened container showing weight, analysis, name of vendor, and germination test results.

3. Wet, moldy, or otherwise damaged seed will not be accepted.

4. Seed requirements, application rates, and planting dates are:

TYPE	APPLICATION RATE POUNDS/A	PLANTING DATE
Hulled Common Bermuda Grass 98/88 Unhulled Common Bermuda Grass 98/88	40 40	Jan 1 to Mar 31
Hulled Common Bermuda Grass 98/88	40	Apr 1 to Sep 30
Hulled Common Bermuda Grass 98/88 Unhulled Common Bermuda Grass 98/88 Annual Rye Grass (Gulf)	40 40 30	Oct 1 to Dec 31

C. Fertilizer: Dry and free flowing, inorganic, water-soluble commercial fertilizer, which is uniform in composition. Deliver in unopened containers, which bear manufacturers guaranteed analysis. Caked, damaged, or otherwise unsuitable fertilizer will not be accepted. Fertilizer shall contain minimum percentages of following elements:

1. Nitrogen: 10 Percent

2. Phosphoric Acid: 20 Percent

3. Potash: 10 Percent

D. Mulch:

1. Virgin wood cellulose fibers from whole wood chips having minimum of 20 percent fibers 0.42 inches in length and 0.01 inches in diameter.

2. Cellulose fibers manufactured from recycled newspaper and meeting same fiber content and size as for cellulose fibers from wood chips.

3. Dye mulch green for coverage verification purposes.

E. Soil Stabilizer: "Terra Tack 1" or approved equal.

F. Weed control agent: Pre-emergent herbicide for grass areas, such as "Benefin," or approved equal.

PART 3 E X E C U T I O N

3.01 PREPARATION

A. Place and compact topsoil in accordance with requirements of Topsoil.

B. Dispose of Objectionable and Waste Materials in accordance with Waste Material Disposal.

3.02 APPLICATION

A. Seed: Apply uniformly at rates given in Paragraph 2.01 B for type of seed and planting date.

B. Fertilizer: Apply uniformly at rate of 500 pounds per acre.

C. Mulch: Apply uniformly at rate of 50 pounds per 1000 square feet.

D. Soil Stabilizer: Apply uniformly at rate of 40 pounds per acre.

E. Weed Control Agent: Apply at manufacturer's recommended rate prior to hydro mulching.

F. Sod: Lay single row of sod along perimeter where topsoil and pavement intersect.

G. Suspend operations under conditions of drought, excessive moisture, high winds, or extreme or prolonged cold. Obtain Engineer approval before resuming operations.

3.03 MAINTENANCE

A. Maintain grassed areas minimum of 90 days, or as required to establish an acceptable lawn. For areas seeded in fall, continue maintenance following spring until acceptable lawn is established.

B. Maintain grassed areas by watering, fertilizing, weeding, and trimming.

C. Repair areas damaged by erosion by regrading, rolling and replanting.

D. Reseed small, sparse grass areas. When sparse areas exceed 20 percent of planted area, reseed by hydro mulch.

E. Mow grass when height reaches 32 inches or greater on average before final acceptance. Mow to height of 22 inches.

END OF SECTION

Division 3

Concrete

Section 03211

REINFORCING STEEL

PART 1 G E N E R A L

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 P R O D U C T S

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
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 G E N E R A L

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 E X E C U T I O N

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. 4 – Construction of Parking Lot at San Carlos CRC and Sunflower Park
Bid No.: 2016-115-03-30-MSS

SCOPE OF WORK DESCRIPTION:
Construction of Parking Lot at San Carlos CRC and Sunflower Park

BID PRICE: **$**_____

BIDDER/COMPANY NAME: _____

ADDRESS:_____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S:_____

CELLULAR #: _____

AUTHORIZED SIGNATURE:_____

PRINTED NAME: _____

TITLE:_____

BID FOR UNIT PRICE CONTRACTS

PLACE _____
DATE_____
PROJECT NO. 2016-115-03-30-MSS

Proposal of _____(hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: _____.

TO the **Hidalgo County – Precinct No. 4** (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of _____ 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 _____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		
		Total General Project				
	Construction of Parking Lot at San Carlos CRC and Sunflower Park					
2-1	Install and furnish parking lot at San Carlos CRC and Sunflower Park as per plans and specifications		LS	1		
		Construction of Parking Lot at San Carlos CRC and Sunflower Park				
		Total Base Bid				

TOTAL BASE BID: $_____

(words)_____

(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
$_____.

($ _____) 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: _____
(Title)

_____
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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 RAL AGGREGATE ODUCTS – COMP/OP GG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ 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 bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT D-1

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT D-2

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

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.

Non-Collusion Affidavit Of Prime Bidder

State of Texas §
§
County of Hidalgo §

_____, being first duly sworn, deposes and says that:

(1) He _____, of

_____, 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) _____

_____
(Title)

Subscribed and sworn to before me this
day of _____, 20_____.

_____

_____
(Title)

My Commission expires _____

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.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

CONSTRUCTION CONTRACT

This Agreement entered into this **_____, 2016** by and between **Hidalgo County**, hereinafter called the "OWNER", and **_____ (a corporation)** (a partnership) (an individual) of **_____,** 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. 4 – Construction of Parking Lot at San Carlos CRC and Sunflower Park**

PROJECT No.: **2016-115-03-30-MSS**

PROJECT DESCRIPTION: **Construction of Parking Lot at San Carlos CRC and Sunflower Park**

Heinafter called the project, for the sum of **($XXX,XXX.XX) –** _____ 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.

SAMPLE

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.

_____
Name of Signatory
Name of Firm

Name of Firm:_____

Address: _____
_____

Federal I.D./S.S.:_____

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

SAMPLE

Form **W-9**
(Rev. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally 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 instructions for line 1 and 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. 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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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. See *What is FATCA reporting?* on page 2 for further information.

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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 Regulations 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 Regulations 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 2.

*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, 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 (TIGTA) 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.

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: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

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: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder 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 _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4
"Construction of Parking Lot at San Carlos CRC and Sunflower Park"

RFB PROJECT NO. 2016-115-03-30-MSS

RFB SUBMITTAL CHECK LIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered as non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D1 Revised CIQ Form -Copy of County Clerk File Recording fee receipt

_____ Exhibit "E" Proposers Afidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ Statement of Credentials

_____ Submittal Check List

_____ One (1) Original, three (3) Copies of Response.

Signature	Printed Name	Date

PAYMENT BOND

A payment bond as described by Texas Government Code, Section 2253.021 (c) for the beneficiaries described by such sub section.

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s)), as Principal(s), and _____ (hereafter called the Surety(s)), as Surety(s), are held and firmly bound unto _____ (hereinafter called the Oblige), in the amount of _____Dollars ($_____) for the payment whereof, the said Payment 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 Oblige, dated the ___day of _____, 20___, for the _____which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies 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.

PAYMENT BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____day of _____, A.D., 20___.

ATTEST:	_____ PRINCIPAL
_____ (Principal) Secretary (Seal)	_____ Signature
_____ Witness as to Principal	_____ Print/Type Name
_____ Address	_____ Address
ATTEST:	_____ Surety
_____ (Surety) Secretary (Seal)	_____ Attorney-in-Fact (Signature)
_____ Witness as to Surety	_____ Print/Type Name
_____ Address	_____ Address

Note: Date of Bond must be prior to date of Contract
(1)Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

A performance bond as described by Texas Government Code, Section 2253.021 (b) for the benefit of Hidalgo County-Urban County Program:

KNOW ALL MEN BY THESE PRESENTS, that _____ _____ (hereinafter called the Principal(s), as Principal (s), and _____ hereinafter call the Surety(s), as Surety(s), are held and firmly bound unto _____(hereinafter called the Oblige), in the amount of _____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ____ day of _____, 20__, for the _____ _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies 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.

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 20____.

_____
PRINCIPAL

ATTEST:

_____ _____
(Principal) Secretary Signature
(Seal)

PERFORMANCE BOND CONTINUED:

Witness as to Principal	Print/Type Name
Address	Address
ATTEST:	Surety
(Surety Secretary	Attorney-in-Fact (Signature)
Witness as to Surety	Print/Type Name
Address	Address

Note: Date of Bond must be prior to date of Contract
(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

INDEX OF GENERAL CONDITIONS

SUBJECT	SECTION
Accident Prevention	44
Additional Bond	30
Additional Instructions	3
Allowances	36
*Anti-Kickback Act	58
Apprentices	56
Architect's Authority	35
Assignments	31
Bond, Security	29
Bond, Security, additional	30
Changes in Work	17
Claims for extra cost	22
Completion time	19
Complaints, Proceedings, or Testimony	62
Condition, Subsurface	21
Conflicting Conditions	41
Construction Schedule	24
Contract Documents	1
Contract Security	39
Contractors Insurance	28
Contract Termination	71
Contractor's Mutual Responsibility	32
Contractor's Obligations	11
Claims and Disputes	63
Contractor's Title to Materials	6
Classifications not listed	59
Correction of work	20
Damages, Liquidated	19
Data, Reports and Records	15
Debarment Breach of Labor Standards	69
Debris Removal	37
Definitions	2
Detail Drawings	3
Different Subsurface	21
Discrimination , employment	46
Drawings detail	3
Emergencies	13
Employment Practices	70
*Equal Employment Opportunity	46
Estimated Quantities	38
Extras	18
Final Payment	26
*Guaranty, general	40
Inspection	14
Inspection of Materials	7
Insurance	28
Lands and Rights-of-way	39
Legal, Provisions, Implied	43
Liquidated damages	19
Materials	5
Member of Congress	47
Minimum Wages	52
Non-discrimination in Employment	46

SUBJECT	SECTION
Notice and service	42
Obligation of Contract	11
"Or Equal" Clause	8
Overtime Compensation	55
Owner's right to terminate	23
Patents	9
Payment of Employees	53
Payments by Contractor	27
Payments to Contractor	25
Payroll and Records	65
Periodic Estimates	24
Permits, Surveys, Regulations	10
Photographs	50
Posting minimum wage rates	61
Prohibited Interests	48
Protection of lives and health	44
Protection of work, property	13
*Provisions required by law	43
Quantities of Estimate	38
Questions Concerning Regulations	64
Release of Contractor	26
Removal of Debris	37
Report, records and Data	15
Responsibility of Contractor	32
Right of Owner to terminate	23
Rights-of-way	39
Schedule of Construction	24
Security	29
Separate Contracts	33
Service, materials, facilities	5
Shop Drawings	4
Specific Coverage	66
States Allowances	36
Subcontracting	34 & 45
Subcontractor's Insurance	28
Subcontractor's Ineligible	67
Substitute Bowl	30
Subsurface conditions	21
Superintendence by contractor	16
Survey's, permits	10
Suspension of work	51
Termination of contract	23 & 71
Testing of Materials	7
Time of completion	19
Title to materials	6
Use and Occupancy	49
Use of Premises	37
Underpayment of Wages	53
Wages, Minimum	52
Wage Underpayment	53
Weather Conditions	12
Withholding of Payments	53
* Anticipated Fringe Benefits	54
* Employment Prohibited	57
* Fringe Benefits Not Expressed	60
* Provisions to be included	68

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM

GENERAL CONDITIONS

1. Contract and Contract Documents

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

Contents*

1. Contract and Contract Documents
2. Definitions
3. Additional Instructions and Detail Drawings
4. Shop or Setting Drawings
5. Materials, Services, and Facilities
6. Contractor's title of materials
7. Inspection and Testing of materials
8. "Or Equal" Clause
9. Patents
10. Surveys, permits and Regulations
11. Contractor's Obligations
12. Weather Conditions
13. Protection of Work and Property -- Emergency
14. Inspection
15. Reports, Records and Data
16. Superintendence by Contractor
17. Changes in Work
18. Extras
19. Time of Completion and Liquidated Damages
20. Correction of Work
21. Subsurface Conditions Found Different
22. Claims for Extra Cost
23. Right of Owner to Terminate Contract
24. Construction Schedule and Periodic Estimates
25. Payments by Contractor
26. Acceptance of Final Payments Release
27. Payments by Contractor
28. Insurance
29. Contract Security
30. Additional or Substitute Bond
31. Assignments
32. Mutual Responsibility of Contractors
33. Separate Contracts
34. Subcontracting
35. Architect/Engineer's Authority
36. Stated Allowances
37. Use of Premises and Removal of Debris
38. Quantities of Estimate
39. Lands and Rights-of-Way
40. General Guaranty
41. Conflicting Conditions
42. Notice and Service Thereof
43. Required Provisions Deemed Inserted
44. Protection of Lives and health
45. Subcontracts
46. Equal Employment Opportunity
47. Interest of Member of Congress
48. Other Prohibited Interests
49. Use Prior to Owner's Acceptance
50. Photographs
51. Suspension of Work
52. Minimum Wages
53. Underpayment of Wages
54. Anticipated Fringe Benefits
55. Overtime Compensation
56. Apprentices
57. Employment Prohibited
58. Compliance with Anti-Kickback Act
59. Classifications Non listed
60. Fringe Benefits Not Expressed
61. Posting Wage Rates
62. Complaints, Proceedings or Testimony
63. Claims and Disputes
64. Questions Concerning Regulations
65. Payrolls and Records
66. Specific Coverage
67. Ineligible Subcontractors
68. Provisions to be Included
69. Branch of Labor Standards
70. Employment Practices
71. Contact Termination: Debarment

2. Definitions

The following terms as used in this contract are respectively defined as follows:

(a) "Contractor":	A person, firm or corporation with whom the contract is made by the Owner.
(b) "Subcontractor":	A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
(c) "Work on (at) the project":	Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work: each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

5. Materials, Services, and Facilities

(a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary

construction of every nature, an all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

(b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

(a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The owner will pay for all laboratory inspection service direct, and not as a part of the contract.

(b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to established conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a materials, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

9. Patents

(a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

(b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

(c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agrees to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of the work.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damages or injured by reason of failure on

the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. Protection of Work and Property --Emergency

The Contractor shall at all times safely guard the owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

15. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.
(b) An agreed lump sum,
(c) The actual cost of:
1. Labor, including foremen;
2. Materials entering permanently into the work;
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
4. Power and consumable supplies for the operation of power equipment;
5. Insurance;
6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof with in the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained for time to time by the Owner form current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

(a) To any preference, priority or allocation order duly issued by the Government;
(b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own

expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of the Owner to Terminate Contract

In the event that any of provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said then (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to Contractor

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

(b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

(c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

(d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which

the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall be provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of the contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarity to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered

by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) Contractor's Public Liability and property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.

(d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in the Supplemental General Conditions.

(e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) (is) **(is not)** required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

(f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than

one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such as acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. Incase the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations or services rendered or materials supplied for the performance of the work called for in this contract.

32. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contract

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by

others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

(c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the owner shall be adjusted and determined by the Architect/Engineer.

36. State Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed materials" shall be included in the applicable section of the Contract Specifications covering this work.

37 Use of Premises and Removal of Debris

The Contract expressly undertakes at his own expense:

(a) to take every precaution against injuries to persons or damage to property;
(b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
(c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
(d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
(e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations;
(f) to effect all cutting, fitting or patching of his work required to make the same to conform to t he plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is specially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any Provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Equal Employment Opportunity

During the performance of this contract the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin".

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with

procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may, direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

47. Interest of Member of or Delegate to Congress

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contractor in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

49. Use and Occupancy prior to Acceptance by Owner

The Contractor agrees to use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

(b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
(c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Minimum Wages

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deductions of rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act thereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by

reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (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 Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made of incurred during such weekly period.

53. Underpayment Of Wages Or Salaries

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so such thereof as the Local Public Agency or Public Body may consider necessary to pay each laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or his subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plan, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

54. Anticipated Costs of Fringe Benefits

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, 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 programs. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipts of the findings.

55. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Section 327-332)

(a) 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, including watchmen and guards, shall require or

permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in a calendar day or in excess of 40 hours in such work week, as the case may be.

(b) Violation: liability for unpaid wages liquidated damages . In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excessive of 8 hours or in excessive of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any monies payable on account work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses i n paragraph (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

56. Employment of Apprentices/Trainees

(a) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship Agency recognized by the Bureau, or if a person is employed in his 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or representative of the Wage-Hour Division of the Labor written evidence of the registration of his program and apprentices as well the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

(b) Trainees. Except as provided in 29 CFR 5.15 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, evidence by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprentice and Training. The ratio of trainees to journeymen shall not by greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor Written evidence of the certification of his program, the registration of the trainees, and the ratios and wage prescribed in that program, In the event the Bureau of Apprenticeship and Training 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.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Parts 30.

57. Employment of Certain Persons Prohibited

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institute shall be employed on the work covered by this Contract.

58. Regulations Pursuant to So-Called "Anti-Kickback Act"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by references) or the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948: 62 Stat. 862; Title U.S.C., Section 874: and Title 40 U.S.C., Section 276 (c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontracts subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

59. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics t be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

60. Fringe Benefits Not Expressed as Hourly Wage Rates

The Local Public Agency or Public Body shall require, 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 wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, and hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

61. Posting Wage Determination Decision and Authorized Wage Deductions

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labors with respect to the various classification of labors and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

62. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discriminated against by 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.

63. Claims and Disputes Pertaining to Wage Rates

Claims and disputes pertaining to wage rates or to classification of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by letter through the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

64. Questions Concerning Certain Federal Statutes and Regulations

All questions arising under this Contract which relate to the application of interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act (c) the aforesaid Davis-Bacon Act, (d) the regulations of issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (c) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of housing and Urban Development, to the said Secretary's appropriated ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

65. Payroll and Basic Payroll Records of Contractor and Subcontractors

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contribution or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer of mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor 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. The Contractor and

each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

66. Specific Coverage Of Certain Types Of Work By Employees

The transportation of material and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Programs to which this Contract pertains by person employed by the Contractor or any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

67. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United Stated Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

68. Provisions to Be Included in Certain Subcontracts

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consisted with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

69. Breach of Foregoing Federal Labor Standards Provisions

In addition to the cause for termination of this Contractor as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor of any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Standards Provisions may also be grounds for debarment as provided by the applicable regulation issued by the Secretary of Labor, United States Department of Labor.

70. Employment Practices

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be interested the same provision in each construction subcontract.

71. Contract Termination; Debarment

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was 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 $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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	01/08/2016

* 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 agenc .

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 Labo '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 o fers 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 telephon 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 rate 2-1
b. Posting the wage decision 2-2
2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES 2-2
a. Additional classification rule 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 certification 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 benefit 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 classificatio 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 number 2-12
c. Incomplete payrolls 2-13
d. Classification 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 benefit 2-14
k. Signature 2-14
l. On-site interview comparisons 2-14
m. Correction certified payrol 2-14
2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES 2-14
a. Notificatio 2-14
b. Computing wage restitution 2-15
c. Correction certified payroll 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 rate 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/librar .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.cf

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 classificatio s 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 classific tion 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 employee

    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 FLS 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 appear

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/hou .

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 reclassific tion 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 reclassifi d 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 necessar .

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 identifi s 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 di ference will be returned to the depositor.

   If the parties agree to the investigative findi gs, 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 Repor
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/ol

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cf

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)

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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
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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.

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG





MONTHLY EMPLOYMENT UTILIZATION REPORT

TO: _____ **FROM**: _____
Name of City/County **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**	**7.**	**Credit Union**
2.	**Retirement**	**8.**	**Profit Sharing**
3.	**Advance on Wage**	**9.**	**Donations to Agencies**
4.	**Savings**	**10.**	**Insurance Premiums**
5.	**Savings Bonds**	**11.**	**Union Dues**
6.	**Uniforms**	**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)

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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
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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 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.

CITY OF ANY TOWN

IN PARTNERSHIP WITH THE

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

ANY PROJECT

PROJECT NUMBER

CITY OFFICIALS CONTRACTOR ENGINEER/ARCHITECT

HUD-42385(R) Previous Edition is obsolete
**Attachment to Federal Labor Standards Provisions

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

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)

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

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WH 1321 SPA (Revised April 2009)

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.

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

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

U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD 1088SPA (Revised July 2009)

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: Street Improvements to: Old La Blanca Rd. (Mile 10-12) Phase 2

UCP CONTRACT NO.: 5013/14/15-91-0311-5000-9100-UCP-ML

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-53559

Purchasing Department 21.
C. 4.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Elena Gomez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to purchase (4) Four 2016 CAT CT660S Dump Trucks through the County's Membership/Participation with BuyBoard's Awarded Vendor, HOLT CAT [Contract #430-13;Expires 11/30/16]) for $501,313.00 through Requisition #293162 which includes OEM & Non-OEM Optional Equipment plus shipping and a one-time administration fee of $400.00 subject to compliance with HB1295 & HB23 & Modified CIQ if and when applicable.

BACKGROUND

Form 1295 has been requested from vendor, will attach once received.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1341-431-00-124-029-0-751
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:

6-1341-431-00-124-029-0-751 CO monies; Funds available pending 2015 Budget Carryover by the Auditor's Office

Attachments

backup
Requisition
Holt-CAT Proposal
Price Verification
Truck & EQ MSRP
SAM.Gov Results

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/02/2016 02:59 PM
Budget & Management	Veronica Ortiz	03/02/2016 03:04 PM

Merlen P. Munoz	Merlen P. Munoz	03/02/2016 04:35 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Elena Gomez Started On: 02/26/2016 10:29 AM

Final Approval Date: 03/04/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

Certificate Number: 2016-21337

Date Filed: 03/03/2016

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Holt Texas, LTD., San Antonio, Bexar County, TX USA

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

HIDALGO, COUNTY OF

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

#430-13
Dump trucks

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
HOLT, Julianna	San Antonio, TX	X	
HOLT, Peter	San Antonio, TX	X	
BRUNNEMAN, Mark	Progreso Lakes, TX		X

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LUCY M. TITZMAN
Notary Public, State of Texas
My Commission Expires
July 02, 2017

Holt Texas, LTD.

Paul C. Hensley

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Paul C. Hensley, Sr. VP Finance/CFO, this the 3rd day of March, 20 16, to certify which, witness my hand and seal of office.

Lucy M. Titzman

Signature of officer administering oath

Lucy Titzman

Printed name of officer administering oath

Executive Assistant

Title of officer administering oath

notary

ADD ADDITIONAL PAGES AS NECESSARY

Requisition

Req # 00293162

PO #

Date: 02/17/16

Bill To: x
x

Vendor : 94366
BD HOLT CO
D/B/A HOLT TRUCK CENTER
P.O. BOX 911975
DALLAS TX 75391-1975
FAX (361)854-3367

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: **NICK PEREZ**
956-383-3112

Contract No: **BUYBOARD 430-13**

Special Instructions:
PCT#249

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD PRICING: 430-13 EXP: 11/30/2016 TO PURCHASE FOUR 2016 CAT CT660S DO NOT DUPLICATE ORDER		
4.00	EACH	CO CAT CT660S 2016 SBA TRUCK W/CAB & CHASSIS BUY BOARD BASE PRICE	105,098.61	420,394.44
4.00	EACH	OM CAT OPTIONAL ADD-ON EQUIPMENT	6,715.89	26,863.56
4.00	EACH	OM TBEI Ox16' MAVERICK DUMP BODY (NON-OEM OPTION)	13,513.75	54,055.00
		Account No	Encumbrance	
		6-1341-431-00-124-029-0-751	501,313.00	
			Freight	.00
			Total	501,313.00

Authorized By: _____

CUSTOMER PROPOSAL

Customer Number:	0
Customer Name:	County of Hidalgo
Address:	1051 North Doolittle Road
City, State, Zip:	Edinburg, TX 78542
Contact Name:	Regino Salinas
Contact Phone #:	956-383-3112
Contact E-mail:	regino.salinas@co.hidalgo.tx.us

Date:	2/25/2016
Proposal good through:	3/15/2016

Description:	**BUY BOARD CONTRACT #430.13 Dump Truck with Manual Transmission**

Sales Representative
Mark Brunnemann - (956) 289-7636
Registration Class:
Requested G.V.W.R.
As per MSO or Title; no change

Stock/ID Number:	Description Below
VIN:	As per MSO or Title; no change
To be delivered on or about:	10 days from receipt of PO
Freight on Board (F.O.B.)	HOLT TRUCK CENTER - Edinburg, TX

Make:	CAT
Model:	CT660S
Year:	2016

	Per Unit	Total
BUY BOARD BASE PRICE	$105,098.61	$420,394.44
Additional Vehicle and Accessories Description:	See Notes Below	See Notes Below
OPTIONAL ADDS	$6,715.89	$26,863.56
Ox 16' Maverick Dump Body	$13,513.75	$54,055.00
	$0.00	$0.00
BODY - |	$0.00	$0.00
NET Sales Price	$125,328.25	$501,313.00
TRADE-IN ALLOWANCE	$0.00	$0.00
Total Net Sales without Tax	$125,328.25	$501,313.00
BALANCE OWED ON TRADE-IN	$0.00	$0.00
DOWN PAYMENT	$0.00	$0.00
FET - FEDERAL EXCISE TAX	$0.00	$0.00
FET - FEDERAL EXCISE TAX - BODY	$0.00	$0.00
LSC - STATE MOTOR VEHICLE SALES TAX	$0.00	$0.00
PST - 1% TERP TAX (1997 & NEWER)	$0.00	$0.00
TTL - TITLE & REGISTRATION	$0.00	$0.00
VIT - VEHICLE INVENTORY TAX	$0.00	$0.00
ESC - Extended Service Coverage ESC Type - NONE|	$0.00	$0.00
Out of State Vehicle Fee	$0.00	$0.00
Sales Price:	**$125,328.25**	

Quantity:	4

Total Sales Price:	**$ 501,313.00**

CUSTOMER PROPOSAL

Customer Number:	0	Date:	2/25/2016
Customer Name:	County of Hidalgo	Proposal good through:	3/15/2016

Description:	**BUY BOARD CONTRACT #430.13 Dump Truck with Manual Transmission**

Additional Vehicle and Accessories Description:

HTT000245 TEP01288 VIN#3HTJGTKT46N013234
HTT000246 TEP01263 VIN#3HTJGTKTXGN013237
HTT000294 TEP01749 VIN#3HTJGTKR6GN277446 HTT000295
TEP01753 VIN#3HTJ6TKR8GN277447

Special Titling & Registration Notes:

None

Lienholder Notes:

None

TRADE-IN NOTES

None

DISCLAIMER:

Any order based on this Proposal subject to Customer executing Dealer's standard for Retail Purchase Order Incorporating above terms. Any documentary fees, state tax, title registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle's not currently in Dealers stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock or maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle's not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle's, where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle's. Dealer may adjust Trade Value of Trade Vehicle's to reflect changes in condition and/or mileage of Trade Vehicle's between date of current appraisal and acceptance of this Proposal by Customer.

SELLER:	BUYER:
Mark Brunnemann	
Signature	Signature
Mark Brunnemann	
Printed Name:	Printed Name:
Sales Representative	
Title:	Title:
2/25/2016	
Date:	Date:

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs.

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Pct 4 - (4) Dump Trucks - Req#293162

Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Holt CAT Truck Centers[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Holt CAT Truck Centers
Address:	415 N. Walton Walker Loop 12 Irving, TX 75061
Phone Number:	903-445-9770
Email:	Timothy.Pyle@holtcat.com
Federal ID:	74-1389993
Contact:	Tim Pyle
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:	180
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 delive fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State o 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 th base 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 "veh fee" and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the 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:	Case by case review
Additional Dealers:	See Extended Exceptions for dealer list.

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Extended Exceptions:	Click to view Extended Contract Exceptions
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- All
- Vendor Discounts Only
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Refine Your Search:

Vendors
Holt CAT Truck Centers[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Holt CAT Truck Centers	Hourly Labor Rate for Repair/Service of Caterpillar Vehicles. Line Item 387	N/A	$125.00
Holt CAT Truck Centers	Per Mile Delivery Fee for Vehicles. Line Item 388.	N/A	$0.10
Holt CAT Truck Centers	0% Discount Off Holt Cat Truck Centers pricelist for Third Party Caterpillar (not OEM Options). Line Item 384	N/A	$0.00
Holt CAT Truck Centers	0% Discount Off Holt Cat Truck Centers pricelist for Caterpillar Parts. Line Item 385	N/A	$0.00
Holt CAT Truck Centers	0% Discount Off Holt Cat Truck Centers pricelist for Caterpillar Optional Equipment. Line Item 382	Pricing Sheet	$0.00
Holt CAT Truck Centers	0% Discount Off Holt Cat Truck Centers pricelist for Caterpillar Extended Service Maintenance Agreements. Line Item 386	N/A	$0.00
Holt CAT Truck Centers	CAT CT681-Truck. SBA, Truck Config, 144" BBC, cab and chassis, 52,300# GVW, Fuller 10 speed transmission, 410 HP, front axle 13,200lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment. Line Item 378	N/A	$108,282.70
Holt CAT Truck Centers	CAT CT660S-Tractor. SBA, tractor config, 116" BBC, 798-01 cab and chassis, 52,300# GVW, Fuller 10 speed transmission, 365 HP, front axle 13,200lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment. Line Item 379	N/A	$106,741.10
Holt CAT Truck Centers	CAT CT660S-Truck. SBA, Truck Config., 116" BBC, 796-01 cab and chassis, 52,300# GVW, Fuller 10 speed transmission, 365 HP, front axle 13,200lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment. Line Item 376	N/A	$105,499.80
Holt CAT Truck Centers	CAT CT660L-Tractor. SBA, tractor config, 122" BBC-799-01 cab and chassis, 52,300# GVW, Fuller 10 speed transmission, 410 HP, front axle 13,200lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment. Line Item 380	N/A	$111,353.80
Holt CAT Truck Centers	CAT CT660L-Truck. SBA, Truck Config., 122" BBC, 797-01 Cab and chassis, 52,300# GVW, Fuller 10 speed transmission, 410 HP, front axle 13,200lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment. Line Item 377	N/A	$110,094.50

Showing 1 to 11 of 11 entries

First Previous 1 Next Last

Contact us 800-695-2919

CT660S SBA 6x4

Sales Proposal For:

South TX Stock Dump Truck

Presented By:

HOLT TEXAS LTD.

Prepared For:
South TX Stock Dump Truck
,
Reference ID: Manual Transmis

Presented By:
HOLT TEXAS LTD.
Mark Brunnemann
3302 S W W WHITE RD
SAN ANTONIO TX 78222 - 4843
(210)648-8343

We are pleased to have the opportunity to offer the following proposal for the application you requested.

Model Profile
2016 CT660S SBA 6x4 (CF7AA)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 54000. Calc. GVWR: 54780 Calc. Start / Grade Ability: 34.69% / 2.35% @ 55 MPH Calc. Geared Speed: 92.6 MPH
DIMENSION:	Wheelbase: 199.00, CA: 137.00, Axle to Frame: 59.00
ENGINE, DIESEL:	{CT 13} EPA 10, SCR, 390 HP @ 1700 RPM, 1450 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 390 Peak HP (Max)
TRANSMISSION, MANUAL:	{Fuller RTO(F)-14908LL} 10-Speed Manual; Double Lo With Overdrive and With Air Shift
CLUTCH:	{Eaton Fuller Easy-Pedal Advantage} Manual Adjust, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity
AXLE, FRONT NON-DRIVING:	{Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Lube Oil Pump Gear Ratio: 3.70
CAB:	Conventional
TIRE, FRONT:	(2) 12R22.5 XZY-3 (MICHELIN) 483 rev/mile, load range H, 16 ply
TIRE, REAR:	(8) 11R22.5 XDE M/S (MICHELIN) 497 rev/mile, load range H, 16 ply
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-403} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity With Rubber Center Bushings
PAINT:	Cab schematic 100KT Location 1: 9219, Winter White (Std) Chassis schematic N/A

2016 CT660S SBA 6x4 (CF7AA)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
CF7AA00	Base Chassis, Model CT660S SBA 6x4 with 199.00 Wheelbase, 137.00 CA, and 59.00 Axle to Frame.	9385/6587	15972	$138,181.66
1570	TOW HOOK, FRONT (2) Frame Mounted	49/-9	40	$372.38
1652	CROSSMEMBER, REAR Relocated to End of Frame	-19/100	81	$234.14
1CDH	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 12.250" x 3.380" x 0.375" (304.8mm x 85.6mm x 9.5mm); 543.0" (13793mm) Maximum OAL	112/149	261	$0.00
1LBC	BUMPER, FRONT Multi-piece Stainless Steel	0/0	0	$0.00
	Includes : FOG LIGHT OPENING (2) and with Rectangular Hole for Step			
1WVS	WHEELBASE RANGE 183" (465cm) Through and Including 228" (580cm)	0/0	0	$865.38
2AEU	AXLE, FRONT NON-DRIVING {Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity	51/0	51	$1,763.86
	Notes : Axle Lead Time is 52 Days			
3703	SHOCK ABSORBERS, FRONT for Axles Under 20,000-lb Capacity	42/0	42	$135.45
3ACP	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 16,000-lb Capacity; Less Shock Absorbers	7/0	7	$16.34
	Includes : SPRING PINS Threaded			
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	$0.00
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : INVERSION VALVE Bendix SR-1 and Double Check Valve : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SWITCH, AUXILIARY Interrupter for Cab Clearance/Marker Lights (Blinks Lights with Headlight Switch in "ON" Position); Instrument Panel Mounted			
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.			

2016 CT660S SBA 6x4 (CF7AA)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	115/0	115	$0.00
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2	$306.70
	Includes : INVERSION VALVE Bendix SR-1 and Double Check Valve			
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	0/0	0	$0.00
	Includes : DRAIN VALVE Mounted in Wet Tank			
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0	$0.00
4EBS	AIR DRYER {Bendix AD-9} With Heater	0/0	0	$0.00
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab			
4ETE	BRAKE CHAMBERS, FRONT AXLE {Haldex} 24 SqIn	0/0	0	$11.65
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	0/0	0	$0.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0	$0.00
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder	0/0	0	$0.00
5710	STEERING COLUMN Tilting and Telescoping	0/0	0	$0.00
5PTB	STEERING GEAR (2) {Sheppard M-100/M-80} Dual Power	125/-12	113	$1,047.23
5WBH	STEERING WHEEL {Caterpillar} 2-Spoke, 18" Diam., Dark Neutral, Leather Wrapped	0/0	0	$0.00
7BJU	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe & Guard, Right Side, Cab Mounted	0/0	0	$0.00
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust	0/0	0	$145.13
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	5/2	7	$119.15
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	$0.00
	Includes : BATTERY BOX Aluminum : CIGAR LIGHTER Includes Ash Cup, Center Console Mounted : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Integral with Turn Signal Switch : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Composite with Halogen Projector Beam : HORN, AIR Single, Chrome : HORN, ELECTRIC Single : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : READING LIGHT, CAB (2) with Individual Switches; One Above Each Door			

2016 CT660S SBA 6x4 (CF7AA)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
	: STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL FLASHER : TURN SIGNAL SWITCH Manual Cancelling with Lane Change Feature : TURN SIGNALS, FRONT Includes Integral Reflectors and Side Marker Lights; Fender Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Steering Column Mounted : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered			
8554	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame	1/5	6	$196.19
8653	HORN, AIR Single, Located Under Cab	5/0	5	$0.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	0/0	0	$0.00
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	0/0	0	$0.00
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/1	3	$96.75
8MMJ	BATTERY SYSTEM {Caterpillar} (3) 12 Volt 2130CCA Total	0/0	0	$0.00
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers	1/0	1	$432.69
8RMG	ANTENNA BASE (2) Single Function, (1) for CB and (1) for Entertainment Radio, Without Splitter, Separate Lead-Ins, With CB Antenna Mounted on Left Mirror and AM/FM Antenna Mounted on Right Mirror	0/0	0	$0.00
8VUK	BATTERY BOX Aluminum With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0	$0.00
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post	0/0	0	$0.00
8WEZ	TURN SIGNAL SWITCH Self-Canceling	0/0	0	$0.00
8WNH	RUNNING LIGHT (2) Daytime	0/0	0	$0.00
8WVR	FOG LIGHTS (2) Clear, Round, Halogen	7/-1	6	$200.27
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	0/0	0	$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	0/0	0	$88.69
8XCC	TOGGLE SWITCH, AUXILIARY (2) with Two 20-Amp Fuses/ Circuit Breakers	1/0	1	$67.19
9ASE	FRONT END Tilting Composite	0/0	0	$0.00

2016 CT660S SBA 6x4 (CF7AA)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
	Includes : GRILLE SURROUND Brushed Stainless Steel			
9HAN	INSULATION, UNDER HOOD for Sound Abatement	0/0	0	$143.62
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	0/0	0	$65.36
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	$0.00
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	$0.00
11MGZ	CLUTCH {Eaton Fuller Easy-Pedal Advantage} Manual Adjust, Two-Plate, Cast Angle Spring; Ceramic, 15.5" Diameter, 7-Spring Damper, Mechanical Pull-Type Control, 1700 lb-ft Torque Capacity	0/0	0	$0.00
	Includes : CLUTCH RELEASE BEARING Greasable			
11WAE	GREASE FITTINGS Remote; for Clutch Cross Shaft	0/0	0	$29.99
12KXN	ENGINE, DIESEL {CT 13} EPA 10, SCR, 390 HP @ 1700 RPM, 1450 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 390 Peak HP (Max)	0/0	0	$200.67
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	0/0	0	$0.00
12UND	FEDERAL EMISSIONS EPA, OBD and GHG Certified for Calendar Year 2015; CT13 Engines	0/0	0	$8,000.00
12VBT	AIR CLEANER Single Element, Heavy Duty	0/0	0	$0.00
12WBR	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	2/0	2	$28.06
12WCX	HOSE CLAMPS, RADIATOR HOSES {Gates} Shrink Band Type	0/0	0	$0.00
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control	0/0	0	$0.00
12WTA	FAN DRIVE SPECIAL EFFECTS Fan Cooling Ring with Fan Shroud Effects, Engine Mounted	0/0	0	$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	0/0	0	$0.00
12XAV	RADIATOR Aluminum; Welded, Front to Back Down Flow System, 1429 SqIn, 740 SqIn CAC, 1099 SqIn 3 Core LTR	0/0	0	$0.00
13GHW	TRANSMISSION, MANUAL {Fuller RTO(F)-14908LL} 10-Speed Manual; Double Lo With Overdrive and With Air Shift	82/20	102	$2,807.04
	Includes : CLUTCH BRAKE Torque Limiting : FILL PLUG, MAGNETIC			
13WAP	TRANSMISSION LUBE PUMP for International, Fuller, Meritor or Spicer Transmissions; USE ONLY WHEN PUMP IS NOT INCLUDED STANDARD IN TRANSMISSION	7/3	10	$278.64
13WGJ	OIL COOLER,MANUAL TRANSMISSION Water to Oil Type Included in Radiator End Tank (REQUIRES TRANSMISSION LUBE PUMP)	2/0	2	$211.88

2016 CT660S SBA 6x4 (CF7AA)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
13WLB	TRANSMISSION OIL {EmGard 50W} Synthetic; 22 thru 33.99 Pints	0/0	0	$101.23
14862	PDL WARNING BUZZER Power Divider Lock	0/2	2	$26.88
14AJX	SHIELD, TEMPERATURE SENSOR Mounted to Rear Axle	0/3	3	$41.21
14GVU	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR-P} Single Reduction, 0.433"(11mm) Wall Housing Thickness, 40,000-lb Capacity, R Wheel Ends, With Lube Oil Pump . Gear Ratio: 3.70 Includes : POWER DIVIDER LOCK Air Operated, Cab Control with Indicator Light in Cluster : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle	0/0	0	$0.00
14UHD	SUSPENSION, REAR, TANDEM {Hendrickson RT-403} Walking Beam Type 54" Axle Spacing; 40,000-lb Capacity With Rubber Center Bushings Includes : CROSSMEMBER, SUSPENSION 5-Piece Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	0/713	713	($311.54)
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions	0/0	0	$171.10
14WMJ	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints	0/0	0	$313.04
15DYP	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0	$0.00
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor	0/0	0	$0.00
15SHC	FUEL TANK Non-Polished Aluminum, 24" Diam., 100 U.S. Gal., 378 L Capacity Left Side, Under Cab.	22/16	38	$237.40
16031	CAB Conventional Includes : COAT HOOK, CAB Located on Rear Wall, Behind Passenger Seat : CONSOLE, CENTER Plastic, Driver Convenience with a Cup and Change Holder, Ash Tray and Lower Storage Area : DOME LIGHT, CAB (2) Driver and Passenger Dome Lights with Individual Switches, in Headliner : DOOR CHECK STRAP (2) One Each Door : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, EXTERIOR (2) Mounted Behind Driver and Passenger Doors : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color	0/0	0	$0.00

2016 CT660S SBA 6x4 (CF7AA)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
	: SKIN Riveted : STEP (4) Two Steps Per Door			
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0	$0.00
16HGL	GAUGE, OIL TEMP, REAR AXLE	0/0	0	$163.40
16HKB	GAUGE, MANIFOLD PRESSURE Data Link Driven; Mounted in Instrument Panel, Includes Controller Module	0/0	0	$83.42
16JPC	SEAT, DRIVER {National 2000 Model 295} Air Suspension, Intermediate Back, All Vinyl, 2 Arm Rests, Isolator, 7" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 3 Position Rear Cushion, 2-15 Degree Back Angle Adjust, Vinyl Suspension Cover	0/0	0	$0.00
16RAC	SEAT, PASSENGER {National 2000 Model 292} Non Suspension, Intermediate Back, All Vinyl, 11 Degree Back Angle Adjustment	31/5	36	$484.65
16SKU	MIRRORS (2) {Lang Mekra} Aero; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Thermostatically Controlled Heated Heads, Power Both Sides, Amber Lens Clearance Light LED, Black Painted Finish Heads, Brackets & Arms	-1/0	-1	$43.00
16VRT	HEATER, ENHANCED CIRCULATION {Bergstrom} Control, for Extreme Cold Weather Climates	0/0	0	$0.00
16VTH	CAB INTERIOR TRIM Premium Level; for Caterpillar, Day Cab	0/0	0	$0.00
	Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Vinyl : CONSOLE, OVERHEAD Molded Plastic with Three Storage Pockets; One with Strap for CB Radio Mounting; Two with Netting, Courtesy Lights with Switches : COURTESY LIGHT (2) Driver and Passenger Door Mounted : DOOR TRIM PANELS Vinyl Upper with Power Locks and Windows, Upper and Lower Grab Handles, Both Sides : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Vinyl : HEATER BOX Metal, Painted Black : INSTRUMENT PANEL TRIM Vinyl : MIRROR, CONVEX, LOOK DOWN Black Finish; 6" x 10-1/4"; Located on Passenger Side : STORAGE POCKET, DOOR (2) Driver and Passenger Door : SUN VISOR (2) Vinyl with Molded Toll Ticket Retainer			
16VZA	WINDOW, REAR 52.25" Wide	0/0	0	$0.00
16WAK	WINDOW, POWER (2) in Left and Right Doors	0/0	0	$0.00
16WJG	CAB DOOR LOCKS Power	0/0	0	$0.00
16WKB	AIR CONDITIONER {International Blend-Air} With Integral Heater & Defroster	0/0	0	$0.00
16WKR	WINDSHIELD Single Piece	0/0	0	$0.00

2016 CT660S SBA 6x4 (CF7AA)

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)	List (US DOLLAR)
16WLD	CAB REAR SUSPENSION {Link Z9079D1} Dual Frame Mounted Cab Rear Air Suspension; Includes Special Crossmember Assembly	0/0	0	$0.00
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights	0/0	0	$0.00
16ZDU	GRAB HANDLE Exterior; Towel Bar Type In Lieu Of Non-Bright Grab Handles; for use with Cab or Cab/Sleeper Non-Bright Access, Without Frame Access or Chassis Skirts	2/0	2	$29.03
27DMC	WHEELS, FRONT DISC; 22.5" Polished Aluminum, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	-48/0	-48	$506.97
28DTJ	WHEELS, REAR {Maxion 90541} DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs	0/447	447	$51.96
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; With Vendor Applied White Powder Coat Paint	0/0	0	$77.40
29WLA	WHEEL BEARING, FRONT, LUBE {EmGard 50W} Synthetic Oil	0/0	0	$21.50
7452133217	(8) TIRE, REAR 11R22.5 XDE M/S (MICHELIN) 497 rev/mile, load range H, 16 ply	0/8	8	$1,674.72
7482153208	(2) TIRE, FRONT 12R22.5 XZY-3 (MICHELIN) 483 rev/mile, load range H, 16 ply	58/0	58	$791.20
	Total of Product Features			**$160,552.68**
	Total Component Weight:	**10048/8039**	**18087**	
	Total List Price Including Options:			**$160,552.68**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Neither Caterpillar nor its suppliers shall be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(Base Price + Optional Additions) - $118,814.50

(Total Discount) $ 48,738.18

TRUCK BODIES & EQUIPMENT INTERNATIONAL, Inc.
Ox Bodies | Crysteel | DuraClass | Rugby | J-Craft | Hardee

TBEI - Ox Bodies
719 Columbus Street East
PO Box 886
Fayette AL 35555
800-844-2519

Taken By: Robert Fowler

Quote Response Form

End User: UNKNOWN
Customer: 104731
Mark Brunnemann
HOLT TRUCK CENTERS
1320 SOUTH 25TH STREET
EDINBURG TX 78539
USA

Phone: 956-330-0630
Fax: 956-383-6819

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00066862	Net 30 Days	7/8/2015		HOWARD, CHIP	USD

UM	Quantity	Item		Unit Price	Extended Price
EA	1.000	1764570	MV85-1600-1518YD-63130-56/42/50STR-S	10,853.75	10,853.75

Yardage 15/16

Body: Maverick
Body: 16' MAVERICK
Hoist Model: 1248910-63130
Frame Style: 2x8 RT w/1.5x3 RT xmem on 12 CL (framele
Rear Style: Straight
Front Exhaust Notch: No
Front Height: 56"
Side Height Front: 42" 10 Gauge
Side Height Rear: 42"
Rear Height: 50" 7 Gauge
Front Material: 10 Gauge
Floor Material: 7 Gauge
Cabshield Style: Standard
Cabshield Projection: 24"
Cabshield Width: 85"
Tarp Style: SEMI AUTO GROUND LEVEL
Tailgate Type: Standard
Sealed Tailgate: No
Coal Chute: None
Tailgate Operation: Air
Tailgate Bracing Style: 1 Horizontal (TG height 37" to 54")
Horizontal Side Brace: No
Side Top Rail Style: Standard 4x4 11 GA
Tread Plate Aluminum Bottom Rail: No
Polished Aluminum Insulation Side/Front : No
Dump Assist Vibrator: None
Dump Apron: Standard 1/4" Plate - 10"
Side Light Cutouts: Lower Front/Rear Clearance
Cabshield Cutouts: 1 Set
Metro Light Cutouts: 1 set
Dirt Shedding Angle: No
Board Holder Height: 8"
ID: 85"
Cover Bottom Rail with Alum: No
Cab Height76"
PaintBlack

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Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
FA00066862	Net 30 Days	7/8/2015		HOWARD, CHIP	USD

UM	Quantity	Item		Unit Price	Extended Price
		Truck: CAT Truck: Installed Side Boards: 1248918-Wood 8" - Up to 17' body Hydraulic Tank: 1250596-Pyramid Flat Bottom Standard Rear Hinge: Standard - Removable Pin Hoist: 1248910-63130 Cab Controls: Man. Transmission: 1250602-AS PTO/AS Feat Pmp/Elec MT Tarp Pump - Manual Transmission: 1249979-AS/Man/Pump C102-D2.5-3 D/MT CCW PTO - Manual Transmission: 1249991-PTO KIT AS MT TG8S-U6806-P3KX Mud Flaps: 1258524-36"Mud Flaps Texas 12" Anti Sail Backup Alarm: 1248915-Back-Up Alarm Side Light Quantity: Lower Front Amber / Rear Clearance Red Cab Shield Light Quantity: 1 set Amber Metro Light Quantity: 1 set Red		
		*			
EA	1.000	1260055	TARP GROUND LEVEL KIT 10-16FT MES	860.00	860.00
		FREIGHT TO EDINBURG - ADD $400.00			
		***REQUIRED CT: 132"-138"			

Requested 01/14/14

Gross Sales:	12,285.00
Total Discounts:	571.25
Sale Amount:	11,713.75
Freight:	1,800.00
Sales Tax:	0.00
FET Charges:	0.00
Total Amount:	13,513.75

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
Entity Name: holt cat

ENTITY HOLT TEXAS, LTD. Status:Active

DUNS: 968135652 +4: CAGE Code: 7AXV0 DoDAAC:

Expiration Date: Dec 30, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 5110 W Loop 281
City: Longview State/Province: TEXAS
ZIP Code: 75603-8403 Country: UNITED STATES

ENTITY Holt Texas, Ltd. Status:Active

DUNS: 013240708 +4: CAGE Code: 7AZ85 DoDAAC:

Expiration Date: Dec 30, 2016 Has Active Exclusion?: No Delinquent Federal Debt?: No

Address: 420 Marti Rd
City: Cleburne State/Province: TEXAS
ZIP Code: 76033-7705 Country: UNITED STATES

AI-53523

Purchasing Department 21.
D. 1.

CC - REGULAR
Meeting Date: 03/07/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yvette Islas, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of Request for Payment-Application No. 11 in the amount of $34,675.00 from Central Air and Heating Services, Inc., awarded contractor for the Sheriff's Office "Adult Detention and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement", as certified for payment by project engineer, Chanin Engineering;

B. Acceptance and approval of invoice No. 13159-14 in the amount of $599.00, submitted by Chanin Engineering, LLC, contracted engineer for the "Adult Detention and Law Enforcement Facility Repairs and/or Replacement" C-13-133-07-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 6-1345-423-21-280-087-0-452
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
po #721107

FISCAL YEAR: ACCT. #: 6-1345-423-21-280-087-0-452
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
po #695452

Attachments

cahs payapp11
chanin inv11
1
2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/01/2016 02:18 PM
Budget & Management	Veronica Ortiz	03/01/2016 03:18 PM
Glinda Pacheco	Glinda Pacheco	03/02/2016 10:10 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Yvette Islas Started On: 02/23/2016 03:00 PM

Final Approval Date: 03/04/2016

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702 (Instructions on reverse side)

TO (OWNER): Hidalgo County

PROJECT: Hidalgo County Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement

APPLICATION NO: 11 Distribution to:
- [ ] OWNER
- [x] Engineer
- [ ] CONTRACTOR

PERIOD TO: 1/15/2016

FROM(CONTRACTOR): Central Air & Heating Service, Inc.
3008 Spur 54 Harlingen Texas
Harlingen Texas 78550

VIA (ARCHITECT): Chanin Engineering
400 Nolana, Suite N-2
McAllen, Texas 78504
956-687-9421

ARCHITECT'S PROJECT NO:

CONTRACT FOR: HVAC

CONTRACT DATE: 2.10. 2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by owner	TOTAL	$0.00	$0.00
Approved this Month			
Number	Date Approved		
CD #1	5/29/2015	$106,500.00	$0.00
Cont F			($106,500.00)
C.O. #1	1/13/2016		($27,000.00)
	TOTALS	$106,500.00	($133,500.00)
Net change by Change Orders			($27,000.00)

1. ORIGINAL CONTRACT SUM		5,990,000.00
2. Net change by Change Orders		$ (27,000.00)
3. CONTRACT SUM TO DATE (Line 1+/-2)		$ 5,963,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,963,000.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D+E on G703)	$ 298,150.00	
b. 5% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Line 5a+5b or Total in Column I of G703) P.O. #: 72107		$ 298,150.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) Invoice Received By: L Tapia On: 2-4-16		$ 5,664,850.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT(Line 6 from prior Certificate) Good/Services Received By: L Tapia On: 1/6/2/15		$ 5,630,175.00
8. CURRENT PAYMENT DUE		$ 34,675.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 298,150.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 2-3-16

State of: Texas County of: Cameron

Subscribed and sworn to before me this 03 day of February, 2016

Notary Public: Diane Harwell

My Commission expires: 3-20-2016

DIANE HARWELL
Notary Public, State of Texas
My Commission Expires
March 20, 2016

AMOUNT CERTIFIED $ 34,675.00

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT'S CERTIFICATE FOR PAYMENT

6-1345-423-21-280-087-0-452

In accordance with the Contract Documents based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT:

By: _____ Date: 2/3/16

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES

Hidalgo County ADC & LEF

Repairs and/or Replacement

APPLICATION NO.: 11

APPLICATION DATE: 2/3/2016

PERIOD DATE: 11/02/2015-01/15/2016

CONTRACTOR PROJECT NO.:

Signed

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
									5%
	ADC AdultDetention Center								
1	**Maintenance/Kitchen Area**								
	Roofing								
a	Material	$160,100.00	$160,100.00			$160,100.00	100%	$0.00	$8,005.00
b	Preparation Labor	$29,390.00	$29,390.00			$29,390.00	100%	$0.00	$1,469.50
c	Installatiion Labor	$59,300.00	$59,300.00			$59,300.00	100%	$0.00	$2,965.00
	HVAC								
d	Material/Equipment	$77,200.00	$77,200.00			$77,200.00	100%	$0.00	$3,860.00
e	Curb Adapters	$4,800.00	$4,800.00			$4,800.00	100%	$0.00	$240.00
f	Fan/Duct Modificaitons	$4,300.00	$4,300.00			$4,300.00	100%	$0.00	$215.00
g	RTU Installation	$7,300.00	$7,300.00			$7,300.00	100%	$0.00	$365.00
	Electrical								
h	Material	$20,700.00	$20,700.00			$20,700.00	100%	$0.00	$1,035.00
i	Labor	$14,200.00	$14,200.00			$14,200.00	100%	$0.00	$710.00
	Fire Alarm	$0.00							
j	Material	$19,600.00	$19,600.00			$19,600.00	100%	$0.00	$980.00
k	Labor	$8,400.00	$8,400.00			$8,400.00	100%	$0.00	$420.00
	Ceiling								
l	Material	$6,200.00	$6,200.00			$6,200.00	100%	$0.00	$310.00
m	Labor	$12,300.00	$12,300.00			$12,300.00	100%	$0.00	$615.00
	Flooring								
n	Material	$37,000.00	$37,000.00			$37,000.00	100%	$0.00	$1,850.00
o	Labor	$18,500.00	$18,500.00			$18,500.00	100%	$0.00	$925.00
	Plumbing								
p	Material	$18,500.00	$18,500.00			$18,500.00	100%	$0.00	$925.00
q	Labor	$6,200.00	$6,200.00			$6,200.00	100%	$0.00	$310.00

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
2	**Cellblock Delta Area**								
	Roofing								
a	Material	$240,200.00	$240,200.00			$240,200.00	100%	$0.00	$12,010.00
b	Preparation Labor	$39,190.00	$39,190.00			$39,190.00	100%	$0.00	$1,959.50
c	Installatiion Labor	$88,900.00	$88,900.00			$88,900.00	100%	$0.00	$4,445.00
	HVAC								
d	Material/Equipment	$182,200.00	$182,200.00			$182,200.00	100%	$0.00	$9,110.00
e	Curb Adapters	$12,000.00	$12,000.00			$12,000.00	100%	$0.00	$600.00
f	Fan/Duct Modificaitons	$30,600.00	$30,600.00			$30,600.00	100%	$0.00	$1,530.00
g	RTU Installation	$30,600.00	$30,600.00			$30,600.00	100%	$0.00	$1,530.00
	Electrical								
h	Material	$22,200.00	$22,200.00			$22,200.00	100%	$0.00	$1,110.00
i	Labor	$16,000.00	$16,000.00			$16,000.00	100%	$0.00	$800.00
	Fire Alarm								
j	Material	$181,100.00	$181,100.00			$181,100.00	100%	$0.00	$9,055.00
k	Labor	$77,600.00	$77,600.00			$77,600.00	100%	$0.00	$3,880.00
		$0.00							
3	**Cellblock Gulf Area**								
	Roofing								
a	Material	$192,100.00	$192,100.00			$192,100.00	100%	$0.00	$9,605.00
b	Preparation Labor	$33,290.00	$33,290.00			$33,290.00	100%	$0.00	$1,664.50
c	Installatiion Labor	$71,100.00	$71,100.00			$71,100.00	100%	$0.00	$3,555.00
	HVAC								
d	Material/Equipment	$117,800.00	$117,800.00			$117,800.00	100%	$0.00	$5,890.00
e	Curb Adapters	$8,000.00	$8,000.00			$8,000.00	100%	$0.00	$400.00
f	Fan/Duct Modificaitons	$15,300.00	$15,300.00			$15,300.00	100%	$0.00	$765.00
g	RTU Installation	$20,400.00	$20,400.00			$20,400.00	100%	$0.00	$1,020.00
	Electrical								
h	Material	$14,200.00	$14,200.00			$14,200.00	100%	$0.00	$710.00
i	Labor	$9,300.00	$9,300.00			$9,300.00	100%	$0.00	$465.00
	Fire Alarm								
j	Material	$55,100.00	$55,100.00			$55,100.00	100%	$0.00	$2,755.00
k	Labor	$23,600.00	$23,600.00			$23,600.00	100%	$0.00	$1,180.00

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL.	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
4	**Cellblock Charlie Area**								
	Roofing								
a	Material	$192,100.00	$192,100.00			$192,100.00	100%	$0.00	$9,605.00
b	Preparation Labor	$33,290.00	$33,290.00			$33,290.00	100%	$0.00	$1,664.50
c	Installatiion Labor	$71,100.00	$71,100.00			$71,100.00	100%	$0.00	$3,555.00
	HVAC								
d	Material/Equipment	$70,700.00	$70,700.00			$70,700.00	100%	$0.00	$3,535.00
e	Curb Adapters	$4,800.00	$4,800.00			$4,800.00	100%	$0.00	$240.00
f	Fan/Duct Modificaitons	$19,100.00	$19,100.00			$19,100.00	100%	$0.00	$955.00
g	RTU Installation	$4,800.00	$4,800.00			$4,800.00	100%	$0.00	$240.00
	Electrical								
h	Material	$14,200.00	$14,200.00			$14,200.00	100%	$0.00	$710.00
i	Labor	$9,300.00	$9,300.00			$9,300.00	100%	$0.00	$465.00
	Fire Alarm								
j	Material	$65,300.00	$65,300.00			$65,300.00	100%	$0.00	$3,265.00
k	Labor	$28,000.00	$28,000.00			$28,000.00	100%	$0.00	$1,400.00
5	**Cellblock Fox Area**								
	Roofing								
a	Material	$160,100.00	$160,100.00			$160,100.00	100%	$0.00	$8,005.00
b	Preparation Labor	$29,390.00	$29,390.00			$29,390.00	100%	$0.00	$1,469.50
c	Installatiion Labor	$59,300.00	$59,300.00			$59,300.00	100%	$0.00	$2,965.00
	HVAC								
d	Material/Equipment	$164,900.00	$164,900.00			$164,900.00	100%	$0.00	$8,245.00
e	Curb Adapters	$11,200.00	$11,200.00			$11,200.00	100%	$0.00	$560.00
f	Fan/Duct Modificaitons	$15,300.00	$15,300.00			$15,300.00	100%	$0.00	$765.00
g	RTU Installation	$19,900.00	$19,900.00			$19,900.00	100%	$0.00	$995.00
	Electrical								
h	Material	$14,200.00	$14,200.00			$14,200.00	100%	$0.00	$710.00
i	Labor	$9,300.00	$9,300.00			$9,300.00	100%	$0.00	$465.00
	Fire Alarm								
j	Material	$41,000.00	$41,000.00			$41,000.00	100%	$0.00	$2,050.00
k	Labor	$17,600.00	$17,600.00			$17,600.00	100%	$0.00	$880.00

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
6	**Administration Area**								
	Roofing								
a	Material	$112,100.00	$112,100.00			$112,100.00	100%	$0.00	$5,605.00
b	Preparation Labor	$23,390.00	$23,390.00			$23,390.00	100%	$0.00	$1,169.50
c	Installatiion Labor	$41,500.00	$41,500.00			$41,500.00	100%	$0.00	$2,075.00
	HVAC								
d	Material/Equipment	$47,100.00	$47,100.00			$47,100.00	100%	$0.00	$2,355.00
e	Curb Adapters	$3,200.00	$3,200.00			$3,200.00	100%	$0.00	$160.00
f	Fan/Duct Modificaitons	$600.00	$600.00			$600.00	100%	$0.00	$30.00
g	RTU Installation	$5,700.00	$5,700.00			$5,700.00	100%	$0.00	$285.00
	Electrical								
h	Material	$7,100.00	$7,100.00			$7,100.00	100%	$0.00	$355.00
i	Labor	$4,600.00	$4,600.00			$4,600.00	100%	$0.00	$230.00
	Fire Alarm								
j	Material	$24,100.00	$24,100.00			$24,100.00	100%	$0.00	$1,205.00
k	Labor	$10,300.00	$10,300.00			$10,300.00	100%	$0.00	$515.00
7	**Cellblock Bravo Area**								
	Roofing								
a	Material	$128,100.00	$128,100.00			$128,100.00	100%	$0.00	$6,405.00
b	Preparation Labor	$25,390.00	$25,390.00			$25,390.00	100%	$0.00	$1,269.50
c	Installatiion Labor	$47,400.00	$47,400.00			$47,400.00	100%	$0.00	$2,370.00
	HVAC								
d	Material/Equipment	$71,500.00	$71,500.00			$71,500.00	100%	$0.00	$3,575.00
e	Curb Adapters	$4,800.00	$4,800.00			$4,800.00	100%	$0.00	$240.00
f	Fan/Duct Modificaitons	$17,200.00	$17,200.00			$17,200.00	100%	$0.00	$860.00
g	RTU Installation	$4,800.00	$4,800.00			$4,800.00	100%	$0.00	$240.00
	Electrical								
h	Material	$14,200.00	$14,200.00			$14,200.00	100%	$0.00	$710.00
i	Labor	$9,300.00	$9,300.00			$9,300.00	100%	$0.00	$465.00
	Fire Alarm								
j	Material	$53,500.00	$53,500.00			$53,500.00	100%	$0.00	$2,675.00
k	Labor	$22,900.00	$22,900.00			$22,900.00	100%	$0.00	$1,145.00

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
8	**Cellblock Alpha Area**								
	Roofing								
a	Material	$96,100.00	$96,100.00			$96,100.00	100%	$0.00	$4,805.00
b	Preparation Labor	$21,490.00	$21,490.00			$21,490.00	100%	$0.00	$1,074.50
c	Installatiion Labor	$35,600.00	$35,600.00			$35,600.00	100%	$0.00	$1,780.00
	HVAC								
d	Material/Equipment	$94,200.00	$94,200.00			$94,200.00	100%	$0.00	$4,710.00
e	Curb Adapters	$6,400.00	$6,400.00			$6,400.00	100%	$0.00	$320.00
f	Fan/Duct Modificaitons	$5,700.00	$5,700.00			$5,700.00	100%	$0.00	$285.00
g	RTU Installation	$11,400.00	$11,400.00			$11,400.00	100%	$0.00	$570.00
	Electrical								
h	Material	$7,100.00	$7,100.00			$7,100.00	100%	$0.00	$355.00
i	Labor	$4,600.00	$4,600.00			$4,600.00	100%	$0.00	$230.00
	Fire Alarm								
j	Material	$38,200.00	$38,200.00			$38,200.00	100%	$0.00	$1,910.00
k	Labor	$16,400.00	$16,400.00			$16,400.00	100%	$0.00	$820.00
9	**Infirmary Area**								
	Roofing								
a	Material	$240,200.00	$240,200.00			$240,200.00	100%	$0.00	$12,010.00
b	Preparation Labor	$39,190.00	$39,190.00			$39,190.00	100%	$0.00	$1,959.50
c	Installatiion Labor	$88,900.00	$88,900.00			$88,900.00	100%	$0.00	$4,445.00
	HVAC								
d	Material/Equipment	$153,100.00	$153,100.00			$153,100.00	100%	$0.00	$7,655.00
e	Curb Adapters	$10,400.00	$10,400.00			$10,400.00	100%	$0.00	$520.00
f	Fan/Duct Modificaitons	$19,100.00	$19,100.00			$19,100.00	100%	$0.00	$955.00
g	RTU Installation	$26,500.00	$26,500.00			$26,500.00	100%	$0.00	$1,325.00
	Electrical								
h	Material	$21,300.00	$21,300.00			$21,300.00	100%	$0.00	$1,065.00
i	Labor	$13,900.00	$13,900.00			$13,900.00	100%	$0.00	$695.00
	Fire Alarm								
j	Material	$80,300.00	$80,300.00			$80,300.00	100%	$0.00	$4,015.00
k	Labor	$34,400.00	$34,400.00			$34,400.00	100%	$0.00	$1,720.00

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
9	**Booking / Sally Port area**								
	Roofing								
a	Material	$80,100.00	$80,100.00			$80,100.00	100%	$0.00	$4,005.00
b	Preparation Labor	$19,490.00	$19,490.00			$19,490.00	100%	$0.00	$974.50
c	Installatiion Labor	$29,600.00	$29,600.00			$29,600.00	100%	$0.00	$1,480.00
	HVAC								
d	Material/Equipment	$82,400.00	$82,400.00			$82,400.00	100%	$0.00	$4,120.00
e	Curb Adapters	$5,600.00	$5,600.00			$5,600.00	100%	$0.00	$280.00
f	Fan/Duct Modificaitons	$3,800.00	$3,800.00			$3,800.00	100%	$0.00	$190.00
g	RTU Installation	$5,600.00	$5,600.00			$5,600.00	100%	$0.00	$280.00
	Electrical								
h	Material	$7,100.00	$7,100.00			$7,100.00	100%	$0.00	$355.00
i	Labor	$4,600.00	$4,600.00			$4,600.00	100%	$0.00	$230.00
	Fire Alarm								
j	Material	$16,500.00	$16,500.00			$16,500.00	100%	$0.00	$825.00
k	Labor	$7,100.00	$7,100.00			$7,100.00	100%	$0.00	$355.00
	(LEC) Law Enforcement Center								
	Roofing								
a	Material	$197,700.00	$197,700.00			$197,700.00	100%	$0.00	$9,885.00
b	Preparation Labor	$22,500.00	$22,500.00			$22,500.00	100%	$0.00	$1,125.00
c	Installatiion Labor	$74,900.00	$74,900.00			$74,900.00	100%	$0.00	$3,745.00
	HVAC								
d	Material/Equipment	$188,400.00	$188,400.00			$188,400.00	100%	$0.00	$9,420.00
e	Curb Adapters	$12,800.00	$12,800.00			$12,800.00	100%	$0.00	$640.00
f	Fan/Duct Modificaitons	$2,500.00	$2,500.00			$2,500.00	100%	$0.00	$125.00
g	RTU Installation	$13,800.00	$13,800.00			$13,800.00	100%	$0.00	$690.00
	Electrical								
h	Material	$19,300.00	$19,300.00			$19,300.00	100%	$0.00	$965.00
i	Labor	$11,900.00	$11,900.00			$11,900.00	100%	$0.00	$595.00
	Structural								
j	Material	$18,500.00	$18,500.00			$18,500.00	100%	$0.00	$925.00
k	Labor	$37,000.00	$37,000.00			$37,000.00	100%	$0.00	$1,850.00
	Architectual								
l	Insulation	$24,700.00	$24,700.00			$24,700.00	100%	$0.00	$1,235.00
m	Window Sealing	$74,100.00	$74,100.00			$74,100.00	100%	$0.00	$3,705.00

A #	B DESCRIPTION	C SCH. VALUES	D PREVIOUS	E THIS PERIOD	F STORED MTL	G TOTAL	% COMPLETE	H BALANCE	I RETAINAGE
	LEC Light Poles								
	Materials	$28,400.00	$28,400.00			$28,400.00	100%	$0.00	$1,420.00
	Installation	$22,200.00	$22,200.00			$22,200.00	100%	$0.00	$1,110.00
	Allowances								
	Steel	-$25,000.00		-$25,000.00		-$25,000.00	100%	$0.00	-$1,250.00
	Grout Repair	-$5,000.00		-$5,000.00		-$5,000.00	100%	$0.00	-$250.00
	Freezer Doors	$7,500.00	$7,500.00			$7,500.00	100%	$0.00	$375.00
	Cond. Unit Freezer/Cool	$19,000.00	$19,000.00			$19,000.00	100%	$0.00	$950.00
	Testing	-$10,000.00		-$10,000.00		-$10,000.00	100%	$0.00	-$500.00
	Contingency Fund	$0.00				$0.00	#DIV/0!	$0.00	$0.00
	C.O.D. #1 canopy roof	$90,000.00	$90,000.00			$90,000.00	100%	$0.00	$4,500.00
	C.O.D. #1 ref systems	$6,500.00	$6,500.00			$6,500.00	100%	$0.00	$325.00
	C.O.D. #1 ref doors	$10,000.00	$10,000.00			$10,000.00	100%	$0.00	$500.00
	C.O.D. # 2	$37,584.00		$37,584.00		$37,584.00	100%	$0.00	$1,879.20
	C.O D. #3	$11,916.00		$11,916.00		$11,916.00	100%	$0.00	$595.80
	CO # 2	$27,000.00		$27,000.00		$27,000.00	100%	$0.00	$1,350.00
						$0.00		$0.00	$0.00
	TOTAL	$5,963,000.00	$5,926,500.00	$36,500.00	$0.00	$5,963,000.00	100%	$0.00	$298,150.00

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo County ADC & LEF Repairs/Replacements

Job No. 90351

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to CAHS, INC. (person with whom signer contracted) on the property of Hidalgo County (owner) located at 1501 El Cibolo Rd (location) to the following extent: plumbing services (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date December 16, 2015

CTO, INC. (Company name)

By _____ (Signature)

Vice-President (Title)

STATE OF TEXAS §
§
COUNTY OF CAMERON §

This instrument was acknowledged before me on this 16th day of December, 20 15, by Todd Aune (name), Vice-President (job title) of CTO, INC. (company name).

BRENDA STOKES
NOTARY PUBLIC
COMMISSION EXPIRES:
10-17-2017

Brenda Stokes
NOTARY PUBLIC, STATE OF TEXAS

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

On receipt by the signer of this document of a check from Hidalgo County (maker of check) in the sum of $ 2,515.45 payable to Vintage Tile & Stone LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County (owner) located at 1501 El Cibolo Rd. (location) to the following extent: Flooring Material & Labor (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Hidalgo County (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 10/20/2015

Vintage Tile & Stone LLC (Company name)

By _____ (Signature)

Member (Title)

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on this 20 day of October, 2015, by Elizabeth R. Govea (name), Member (job title) of Vintage Tile & Stone LLC (company name).

LYDIA REYNA RAMIREZ
My Commission Expires
December 10, 2016

Lydia R Ramirez
NOTARY PUBLIC, STATE OF TEXAS

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project **Hidalgo County Adult Det Ctr & Law Enforcement**

Job No. **21191 / 90351**

On receipt by the signer of this document of a check from **Central Air & Heating Service, Inc** (maker of check) in the sum of **$33,250.22** payable to **Superior Alarms** (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of **Hidalgo County ADC & LEF** (owner) located at **701 Cibolo Rd. Edinburg, Texas 78541** (location) to the following extent: **Fire Alarm** (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to **Central Air & Heating Service, Inc.** (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date August 14, 2015

Superior Alarms (Company name)

By _____ (Signature)

President (Title)

State of Texas County of Hidalgo

Subscribed and Sworn to before me this 14 day of August, 2015.

Delia M. Alonzo Notary Public, State of Texas

My Commission Expires April 22, 2018

DELIA M. ALONZO
MY COMMISSION EXPIRES
April 22, 2018

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo ADC/LEF, Edinburg, TX

Job No. 90351

On receipt by the signer of this document of a check from Central Air & Heating Service, Inc. (maker of check) in the sum of $ 12,925.00 payable to Pete's Electric (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County (owner) located at 701 Cibolo Road, Edinburg TX (location) to the following extent: Electrical Material & Installation (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Central Air & Heating Service, Inc. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 11/03/2015

Pete's Electric (Company name)

By Pedro Silguero (Signature)

Owner (Title)

STATE OF TEXAS §
§
COUNTY OF Texas §

This instrument was acknowledged before me on this 3rd day of November, 20 15, by Pedro Silguero (name), Owner/President (job title) of Pete's Electric (company name).

Elizabeth Silguero
NOTARY PUBLIC, STATE OF TEXAS

ELIZABETH SILGUERO
My Commission Expires
November 27, 2016

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

On receipt by the signer of this document of a check from CAHS, INC. (maker of check) in the sum of $ 875.00 payable to Mission Restuarant Supply (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County (owner) located at 1501 El Cibolo Rd. (location) to the following extent: replacement of freezer doors (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to CAHS, INC. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 8/21/2015

Mission Restuarant Supply (Company name)

By [signature] (Signature)

Estimator (Title)

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on this 21st day of August, 2015, by [name] (name), Estimator (job title) of Mission Restaurant Supply (company name).

[Notary Public, State of Texas]

NORA ELIA HERNANDEZ
My Commission Expires
August 5, 2019

NOTARY PUBLIC, STATE OF TEXAS

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Central Air and Heating Service, Inc. (person with whom signer contracted) on the property of Hidalgo County (owner) located at 1501El Cibolo Rd. Edinburg, TX(location) to the following extent: replacement of freezer doors (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 1/19/16

Mission Restaurant Supply (Company name)

By Gabe O Cavon (Signature)

Regional Manager (Title)

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on this 19th day of January, 2016, by Nora Elia Hernandez (name), Sales Coordinator (job title) of Mission Rest. Supply (company name).

Nora Elia Hernandez
NOTARY PUBLIC, STATE OF TEXAS

NORA ELIA HERNANDEZ
My Commission Expires
August 5, 2019

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

On receipt by the signer of this document of a check from CAHS, INC. (maker of check) in the sum of $ 112,895.00 payable to Rio Roofing (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County (owner) located at 701 El Cibolo Rd. (location) to the following extent: Roofing Material and Labor (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to CAHS, INC. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 1/18/16

Rio Roofing (Company name)

By _____ (Signature)

Vice President (Title)

STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was acknowledged before me on this 18th day of January, 2016, by Thomas Gonzalez (name), Vice President (job title) of Rio Roofing, Inc. (company name).

_____
NOTARY PUBLIC, STATE OF TEXAS

MARIETTA ANITA LEAL
Notary Public, State of Texas
My Commission Expires
February 25, 2018

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Central Air and Heating Service, Inc. (person with whom signer contracted) on the property of Hidalgo County (owner) located at 1501El Cibolo Rd. Edinburg, TX(location) to the following extent: replacement of freezer doors (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 1/19/16

Mission Restaurant Supply (Company name)

By Jake Olivarri (Signature)

Regional Manager (Title)

STATE OF TEXAS §

§

COUNTY OF Hidalgo §

This instrument was acknowledged before me on this 19th day of January, 2016, by Nora Elia Hernandez (name), Sales Coordinator (job title) of Mission Rest. Supply (company name).

Nora Elia Hernandez
NOTARY PUBLIC, STATE OF TEXAS

NORA ELIA HERNANDEZ
My Commission Expires
August 5, 2019

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

On receipt by the signer of this document of a check from Hidalgo County (maker of check) in the sum of $ 34,675.00 payable to Central Air and Heating Service, Inc.(payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County (owner) located at 1501 El Cibolo Rd. (location) to the following extent: facility repairs and HVAC (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Hidalgo County (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 01/21/2016

Central Air and Heating Service, Inc (Company name)

By _____ (Signature)

Project Manager (Title)

STATE OF TEXAS §
§
COUNTY OF CAMERON §

This instrument was acknowledged before me on this 21st day of January, 2016, by Dennis Caffey (name), Project Manager (job title) of Central Air and Heating Service, Inc. (company name).

ELIUD BANDA
Notary Public, State of Texas
My Commission Expires
April 24, 2019

_____
NOTARY PUBLIC, STATE OF TEXAS

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

On receipt by the signer of this document of a check from Hidalgo County (maker of check) in the sum of $ 298,150.00 payable to Central Air and Heating Service, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County (owner) located at 1501 El Cibolo Rd. (location) to the following extent: facility repairs and HVAC (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Central Air and Heating Service, Inc. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 01/21/2016

Central Air and Heating Service, Inc. (Company name)

By _____ (Signature)

Project Manager (Title)

STATE OF TEXAS §
§
COUNTY OF Cameron §

This instrument was acknowledged before me on this 21st day of January, 20 16, by Dennis Caffey (name), Project Manager (job title) of CAHS, Inc. (company name).

ELIUD BANDA
Notary Public, State of Texas
My Commission Expires
April 24, 2019

_____
NOTARY PUBLIC, STATE OF TEXAS

TREMCO
3735 Green Road
Beachwood, OH 44122
Phone: (800) 362-1063
Fax (216) 292-5161

Rio Roofing Inc
310 Hanmore Industrial
Harlingen, Tx 78550

RE: Hidalgo County Adult Detention Center & Law Enforcement Center; Job No. 161127.

To Whom It Would Concern:

Please find this unconditional waiver of Lien for the Hidalgo County Detention Center & Law Enforcement Center. This waiver is for the progress payment(s) from the beginning of this job. Tremco has been paid in part for material and services provided to that extent.

Balance owed to date on this project to date is $20,800.00, for the invoice(s) 93527526. Upon receipt of payment and clearance from the bank for all of the invoice(s) listed pertaining to the above projects, final Waiver of Lien will then be issued. This release does not cover any material or labor provided after the date of this release.

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

Respectfully,

Rob Harding
Credit Supervisor

Sworn and subscribed before me this 27th day of January 2016.

City of Beachwood State of Ohio

Notary Public

NOTARIAL SEAL
STATE OF OHIO

June Kirker
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 02/23/2019

MORRISON
SUPPLY COMPANY

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: HIDALGO ADULT DETENTION CENTER, 701 W EL CIBOLO RD, EDINBURG, TX
Job No. 045CTOI132

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to **CTO INC** (person with whom signer contracted) on the property of **HIDALGO COUNTY** (owner) located at **701 W EL CIBOLO RD, EDINBURG, TX** (location) to the following extent: **HIDALGO ADULT DETENTION CENTER, 701 W EL CIBOLO RD, EDINBURG, TX** (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release. **THIS RELEASE PERTAINS TO CTO INC ONLY.**

Date: JANUARY 27, 2016

Morrison Supply Company

By _____
DARCI SCAGGS
REGIONAL SUPPORT SPECIALIST

This instrument was executed and acknowledged before me on this 27 day of JANUARY, 2016, by DARCI SCAGGS, known to me as the person whose name is subscribed above, as REGIONAL SUPPORT SPECIALIST of Morrison Supply Company, on behalf of and as the authorized act of said entity.

_____
Notary Public in and for the State of Texas

AMBER ARMSTRONG
Notary Public
STATE OF TEXAS
My Comm. Exp. Oct. 31, 2017

My Commission Expires: 10/31/17

M P.O. BOX 70 | FORT WORTH, TX 76101
P 817.870.2227 | F 817-259-0188 | www.morsco.com

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project HIDALGO COUNTY ADULT DETENTION CENTER

Job No. _____

On receipt by the signer of this document of a check from PETES ELECTRIC (maker of check) in the sum of $284.24 payable to CRAWFORD ELECTRIC SUPPLY (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of THE COUNTY OF HIDALGO TEXAS (owner) located at 701 EL CIBOLO RD, EDINBURG, TX 78541 (location) to the following extent: ELECTRICAL SUPPLIES (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to PETES ELECTRIC (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 2-1-16

Crawford Electric Supply (Company name)

By _____ (Signature)

Credit Manager (Title)

STATE OF TEXAS

COUNTY OF NUECES

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared CHRISTOPHER KEMP, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said CRAWFORD ELECTRIC SUPPLY, a corporation, or its successors, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity stated.

Given under my hand and seal of office, this the 2nd day of Feb 2016

_____
Notary Public, State of TX

SARA MALLOY
Notary Public, State of Texas
My Commission Expires
January 02, 2017

My Commission expires: 1-2-17

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

On receipt by the signer of this document of a check from CAHS, Inc. (maker of check) in the sum of $ 6,350.75 payable to JCF Construction (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Hidalgo County (owner) located at 1501 El Cibolo Rd. (location) to the following extent: concrete gutters (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to CAHS, Inc. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 1-21-16

JCF Construction (Company name)

By _____ (Signature)

_____ (Title)

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this 21 day of January 2016, by _____ (name), _____ (job title) of _____ (company name).

HEATHER E. WELCH
Notary Public, State of Texas
My Commission Expires
October 23, 2016

Heather E. Welch
NOTARY PUBLIC, STATE OF TEXAS

NOTICE:

This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid the payment amount set forth below. If you have not been paid, use a conditional release form.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Hidalgo Cty. ADC & LEF Repairs/Replacements

Job No. 90351

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Central Air and Heating Service, Inc. (person with whom signer contracted) on the property of Hidalgo County (owner) located at 701 El Cibolo Rd. Edinburg, TX (location) to the following extent: Refrigeration for coolers (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 11/28/16

De Luna Refrigeration LLC (Company name)

By _____ (Signature)

General Manager (Title)

STATE OF TEXAS §
§
COUNTY OF Hidalgo §

This instrument was acknowledged before me on this 28 day of November, 2016, by Armando Perez (name), Manager (job title) of De Luna Refrigeration (company name).

_____
NOTARY PUBLIC, STATE OF TEXAS

ANA RIOS
Notary Public, State of Texas
Notary ID# 1201743-5
My Commission Expires 10-10-2019

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
Rio Roofing, Inc.	X	310 Hanmore Industrial Parkway Harlingen, TX 78550	37	10/31/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
					10/25	10/26	10/27	10/28	10/29	10/30	10/31				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
					HOURS WORKED EACH DAY																
Garcia, Gilberto			OT		0	0	0	0	2.25	8.5	0	10.75	$ 16.50	$ 617.38					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-4058	M-1	Roof Laborer	ST		0	11.25	10	10.25	8.5	0	0	40	$ 11.00	$617.38	$ 50.00	$ 8.95	$ 38.28	$ -		$ 107.04	$ 510.34
Moreno, David			OT		0	0	0	0	2	8.5	0	10.5	$ 17.25	$ 641.13					#1 $ - #2 $ - #3 $ - #4 $ -		
XXX-XX-6901	S-2	Sheet Metal Laborer	ST		0	11.25	9.75	10.25	8.75	0	0	40	$ 11.50	$641.13	$ 23.00	$ 9.30	$ 39.75	$ -		$ 72.05	$ 569.08
Perez, Jose A.			OT		0	0	0	0	0	4.5	0	4.5	$ 16.50	$ 123.75					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-1363	M-2	Sheet Metal Laborer	ST		0	0	0	0	0	4.5	0	4.5	$ 11.00	$605.88	$ 48.00	$ 8.79	$ 37.57	$ -		$ 104.17	$ 501.71
Quintanilla, Mauricio			OT		0	0	0	0	0	9	0	9	$ 26.25	$ 236.25					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-9399	M-4	Roof Superintendent	ST											$1,011.51	$ 63.00	$ 14.67	$ 62.71	$ -		$ 150.19	$ 861.32
Totals			OT						4.25	30.5		34.75		$1,618.51					#1 $ -		
Employees with more than one work classification have wages and deductions included once.			ST			22.5	19.75	20.5	17.25	4.5		84.5		$2,875.90	$ 184.00	$ 41.71	$178.31	$ -	#2 $ - #3 $ - #4 $ 29.43	$ 433.45	$2,442.45
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Sunburst Software Solutions, Inc.

www.CertifiedPayrollReports.com

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PROJECT/CONTRACT NO.
	X		
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	

PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION
38	11/07/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 11/1	Mon 11/2	Tue 11/3	Wed 11/4	Thu 11/5	Fri 11/6	Sat 11/7 (HOURS WORKED EACH DAY)	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Barron, Gabriel	M-0	Roof Laborer	OT										$ 147.50	$ 70.00	$ 10.89	$ 46.53	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 137.23	$ 613.21
XXX-XX-8200			ST	0	10	0	0	0	0	0	10	$ 14.75	$750.44							
Buenrostro, Sigifredo V.	M-4	Roof Superintendent	OT										$ 148.00	$ 49.00	$ 8.87	$ 37.95	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 105.63	$ 506.37
XXX-XX-7136			ST	0	0	0	0	9.25	0	0	9.25	$ 16.00	$612.00							
Garcia, Gilberto	M-1	Roof Laborer	OT										$ 437.25	$ 44.00	$ 8.42	$ 35.98	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 98.21	$ 482.04
XXX-XX-4058			ST	0	10	10.75	10	9	0	0	39.75	$ 11.00	$580.25							
Hernandez, Herman	S-2	Sheet Metal Laborer	OT										$ 74.00	$ 11.00	$ 4.43	$ 18.97	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 34.40	$ 271.60
XXX-XX-0694			ST	0	0	0	0	9.25	0	0	9.25	$ 8.00	$306.00							
Moreno, David	S-2	Sheet Metal Laborer	OT	0	0	0	0	0.25	0	0	0.25	$ 17.25	$ 464.31	$ 19.00	$ 8.92	$ 38.15	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 66.07	$ 549.18
XXX-XX-6901			ST	0	10	10.75	10	9.25	0	0	40	$ 11.50	$615.25							
Totals Employees with more than one work classification have wages and deductions included once.			OT					0.25			0.25		$1,271.06	$ 193.00	$ 41.53	$177.58	$ -	#1 $ - #2 $ - #3 $ - #4 $ 29.43	$ 441.54	$2,422.40
			ST		30	21.5	20	36.75			108.25		$2,863.94							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Sunburst Software Solutions, Inc.

www.CertifiedPayrollReports.com

Date: **11/12/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **1st** day of **November, 2015**, and ending the **7th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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.

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X	310 Hanmore Industrial Parkway Harlingen, TX 78550	39	11/14/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	
Rio Roofing, Inc.						

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 11/8	Mon 11/9	Tue 11/10	Wed 11/11	Thu 11/12	Fri 11/13	Sat 11/14	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Buenrostro, Sigifredo V.			OT										$ 620.00					#1 $ -		
	M-4																	#2 $ -		
XXX-XX-7136		Roof Superintendent	ST	0	10	10	9.5	9.25	0	0	38.75	$ 16.00	$620.00	$ 50.00	$ 8.99	$ 38.44	$ -	#3 $ -	$ 107.24	$ 512.76
																		#4 $ 9.81		
Garcia, Gilberto			OT										$ 209.00					#1 $ -		
	M-1																	#2 $ -		
XXX-XX-4058		Roof Laborer	ST	0	0	9.75	0	9.25	0	0	19	$ 11.00	$423.50	$ 26.00	$ 6.14	$ 26.25	$ -	#3 $ -	$ 68.20	$ 355.30
																		#4 $ 9.81		
Hernandez, Herman			OT										$ 234.00					#1 $ -		
	S-2																	#2 $ -		
XXX-XX-0694		Sheet Metal Laborer	ST	0	10	10	0	9.25	0	0	29.25	$ 8.00	$312.00	$ 11.00	$ 4.53	$ 19.35	$ -	#3 $ -	$ 34.88	$ 277.12
																		#4 $ -		
Mendoza, Adelaido			OT										$ 182.88					#1 $ -		
	M-0																	#2 $ -		
XXX-XX-6413		Sheet Metal Laborer	ST	0	0	10	0	9.25	0	0	19.25	$ 9.50	$370.51	$ 5.00	$ 5.37	$ 22.98	$ -	#3 $ -	$ 43.16	$ 327.35
																		#4 $ 9.81		
Moreno, David			OT										$ 218.50					#1 $ -		
	S-2																	#2 $ -		
XXX-XX-6901		Sheet Metal Laborer	ST	0	0	9.75	0	9.25	0	0	19	$ 11.50	$442.75	$ 1.00	$ 6.42	$ 27.45	$ -	#3 $ -	$ 34.87	$ 407.88
																		#4 $ -		
Totals			OT										$1,464.38					#1 $ -		
Employees with more than one work classification have wages and deductions included once.														$ 93.00	$ 31.45	$134.47	$ -	#2 $ -	$ 288.35	$1,880.41
			ST		20	49.5	9.5	46.25			125.25		$2,168.76					#3 $ -		
																		#4 $ 29.43		
			OT															#1		
																		#2		
			ST															#3		
																		#4		
			OT															#1		
																		#2		
			ST															#3		
																		#4		

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Sunburst Software Solutions, Inc.

www.CertifiedPayrollReports.com

Date: **11/18/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **8th** day of **November, 2015**, and ending the **14th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens
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.	

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X					
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	40	11/21/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE	Sun 11/15	Mon 11/16	Tue 11/17	Wed 11/18	Thu 11/19	Fri 11/20	Sat 11/21	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Buenrostro, Siglfredo V.			OT											$ 156.00						
XXX-XX-7136	M-4	Roof Superintendent	ST	0	9.75	0	0	0	0	0	9.75	$ 16.00	$632.00	$ 52.00	$ 9.17	$ 39.18	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 110.16	$ 521.84
Davila Jr., Abel			OT											$ 78.00						
XXX-XX-2685	M-2	Roof Laborer	ST	0	9.75	0	0	0	0	0	9.75	$ 8.00	$320.00	$ -	$ 4.64	$ 19.84	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 34.29	$ 285.71
Garcia, Gilberto			OT											$ 220.00						
XXX-XX-4058	M-1	Roof Laborer	ST	0	9.75	10.25	0	0	0	0	20	$ 11.00	$444.13	$ 28.00	$ 6.44	$ 27.54	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 71.79	$ 372.34
Moreno, David			OT											$ 230.00						
XXX-XX-6901	S-2	Sheet Metal Laborer	ST	0	9.75	10.25	0	0	0	0	20	$ 11.50	$464.32	$ 4.00	$ 6.73	$ 28.79	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 39.52	$ 424.80
Perez, Jose A.			OT											$ 107.25						
XXX-XX-1363	M-2	Sheet Metal Laborer	ST	0	9.75	0	0	0	0	0	9.75	$ 11.00	$582.56	$ 45.00	$ 8.44	$ 36.12	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 99.37	$ 483.19
Quintanilla, Mauricio			OT											$ 170.63						
XXX-XX-9399	M-4	Roof Superintendent	ST	0	9.75	0	0	0	0	0	9.75	$ 17.50	$758.01	$ 28.00	$ 10.99	$ 47.00	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 95.80	$ 662.21
Totals Employees with more than one work classification have wages and deductions included once.			OT											$ 961.88						
			ST		58.5	20.5					79		$3,201.02	$ 157.00	$ 46.41	$198.47	$ -	#1 $ - #2 $ - #3 $ - #4 $ 49.05	$ 450.93	$2,750.09
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Date: **11/24/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **15th** day of **November, 2015**, and ending the **21st** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens
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.	

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
Rio Roofing, Inc.	X	310 Hanmore Industrial Parkway Harlingen, TX 78550	41	11/28/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 11/22	Mon 11/23	Tue 11/24	Wed 11/25	Thu 11/26	Fri 11/27	Sat 11/28 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
No Work Performed																				
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
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			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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Public Burden Statement

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Sunburst Software Solutions, Inc.

www.CertifiedPayrollReports.com

Date: **12/02/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **22nd** day of **November, 2015**, and ending the **28th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X					
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	42	12/05/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 11/29	Mon 11/30	Tue 12/1	Wed 12/2	Thu 12/3	Fri 12/4	Sat 12/5	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
No Work Performed																				
			OT															#1 #2 #3 #4		
			ST																	
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			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

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1 of 1

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X Rio Roofing, Inc.	310 Hanmore Industrial Parkway Harlingen, TX 78550	43	12/12/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE — HOURS WORKED EACH DAY: Sun 12/6	Mon 12/7	Tue 12/8	Wed 12/9	Thu 12/10	Fri 12/11	Sat 12/12	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
No Work Performed																				
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
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			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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Date: **12/17/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **6th** day of **December, 2015,** and ending the **12th** day of **December, 2015,** 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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.

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X					
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	44	12/19/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE — HOURS WORKED EACH DAY: Sun 12/13	Mon 12/14	Tue 12/15	Wed 12/16	Thu 12/17	Fri 12/18	Sat 12/19	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Duenas, Noe			OT										$ 100.00					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-5337	M-0	Roof Laborer	ST	0	10	0	0	0	0	0	10	$ 10.00	$282.50	$ 12.00	$ 4.10	$ 17.51	$ -		$ 43.42	$ 239.08
Esquibel, Raul			OT										$ 205.00					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-8690	S-1	Roof Superintendent	ST	0	10	0	0	0	0	0	10	$ 20.50	$789.25	$ 76.00	$ 11.44	$ 48.93	$ -		$ 146.18	$ 643.07
Frausto, Carlos			OT										$ 165.00					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-9467	M-1	Roof Superintendent	ST	0	10	0	0	0	0	0	10	$ 16.50	$466.13	$ 30.00	$ 6.76	$ 28.90	$ -		$ 75.47	$ 390.66
Gonzalez, Jose (#2)			OT										$ 120.00					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-8388	M-2	Roof Laborer	ST	0	10	0	0	0	0	0	10	$ 12.00	$459.00	$ 14.00	$ 6.65	$ 28.46	$ -		$ 58.92	$ 400.08
Lemus, Juan A.			OT										$ 120.00					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-8452	M-2	Roofer	ST	0	10	0	0	0	0	0	10	$ 12.00	$438.00	$ 27.00	$ 6.35	$ 27.15	$ -		$ 70.31	$ 367.69
Totals Employees with more than one work classification have wages and deductions included once.			OT										$ 710.00					#1 $ - #2 $ - #3 $ - #4 $ 49.05		
			ST		50						50		$2,434.88	$ 159.00	$ 35.30	$150.95	$ -		$ 394.30	$2,040.58
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Date: **12/18/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **13th** day of **December, 2015**, and ending the **19th** day of **December, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens
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.	

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	OMB No.: 1235-0008
	X		Expires: 02/28/2018
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	

PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
45	12/26/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
				Sun 12/20	Mon 12/21	Tue 12/22	Wed 12/23	Thu 12/24	Fri 12/25	Sat 12/26				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
No Work Performed																		#1 #2 #3 #4		
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Date: **12/30/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **20th** day of **December, 2015,** and ending the **26th** day of **December, 2015,** 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	[ ] [X]					
	Rio Roofing, Inc.	310 Hanmore Industrial Parkway Harlingen, TX 78550	37	10/31/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
				10/25	10/26	10/27	10/28	10/29	10/30	10/31										
				HOURS WORKED EACH DAY																
Garcia, Gilberto	M-1	Roof Laborer	OT	0	0	0	0	2.25	8.5	0	10.75	$ 16.50	$ 617.38	$ 50.00	$ 8.95	$ 38.28	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 107.04	$ 510.34
XXX-XX-4058			ST	0	11.25	10	10.25	8.5	0	0	40	$ 11.00	$617.38							
Moreno, David	S-2	Sheet Metal Laborer	OT	0	0	0	0	2	8.5	0	10.5	$ 17.25	$ 641.13	$ 23.00	$ 9.30	$ 39.75	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 72.05	$ 569.08
XXX-XX-6901			ST	0	11.25	9.75	10.25	8.75	0	0	40	$ 11.50	$641.13							
Perez, Jose A.	M-2	Sheet Metal Laborer	OT	0	0	0	0	0	4.5	0	4.5	$ 16.50	$ 123.75	$ 48.00	$ 8.79	$ 37.57	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 104.17	$ 501.71
XXX-XX-1363			ST	0	0	0	0	0	4.5	0	4.5	$ 11.00	$605.88							
Quintanilla, Mauricio	M-4	Roof Superintendent	OT	0	0	0	0	0	9	0	9	$ 26.25	$ 236.25	$ 63.00	$ 14.67	$ 62.71	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 150.19	$ 861.32
XXX-XX-9399			ST										$1,011.51							
Totals Employees with more than one work classification have wages and deductions included once.			OT					4.25	30.5		34.75		$1,618.51	$ 184.00	$ 41.71	$178.31	$ -	#1 $ - #2 $ - #3 $ - #4 $ 29.43	$ 433.45	$2,442.45
			ST		22.5	19.75	20.5	17.25	4.5		84.5		$2,875.90							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

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Sunburst Software Solutions, Inc.

www.CertifiedPayrollReports.com

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
Rio Roofing, Inc.	X	310 Hanmore Industrial Parkway Harlingen, TX 78550	38	11/07/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 11/1	Mon 11/2	Tue 11/3	Wed 11/4	Thu 11/5	Fri 11/6	Sat 11/7	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Barron, Gabriel			OT										$ 147.50					#1 $ - #2 $ -		
XXX-XX-8200	M-0	Roof Laborer	ST	0	10	0	0	0	0	0	10	$ 14.75	$750.44	$ 70.00	$ 10.89	$ 46.53	$ -	#3 $ - #4 $ 9.81	$ 137.23	$ 613.21
Buenrostro, Sigifredo V.			OT										$ 148.00					#1 $ - #2 $ -		
XXX-XX-7136	M-4	Roof Superintendent	ST	0	0	0	0	9.25	0	0	9.25	$ 16.00	$612.00	$ 49.00	$ 8.87	$ 37.95	$ -	#3 $ - #4 $ 9.81	$ 105.63	$ 506.37
Garcia, Gilberto			OT										$ 437.25					#1 $ - #2 $ -		
XXX-XX-4058	M-1	Roof Laborer	ST	0	10	10.75	10	9	0	0	39.75	$ 11.00	$580.25	$ 44.00	$ 8.42	$ 35.98	$ -	#3 $ - #4 $ 9.81	$ 98.21	$ 482.04
Hernandez, Herman			OT										$ 74.00					#1 $ - #2 $ -		
XXX-XX-0694	S-2	Sheet Metal Laborer	ST	0	0	0	0	9.25	0	0	9.25	$ 8.00	$306.00	$ 11.00	$ 4.43	$ 18.97	$ -	#3 $ - #4 $ -	$ 34.40	$ 271.60
Moreno, David			OT	0	0	0	0	0.25	0	0	0.25	$ 17.25	$ 464.31					#1 $ - #2 $ -		
XXX-XX-6901	S-2	Sheet Metal Laborer	ST	0	10	10.75	10	9.25	0	0	40	$ 11.50	$615.25	$ 19.00	$ 8.92	$ 38.15	$ -	#3 $ - #4 $ -	$ 66.07	$ 549.18
Totals Employees with more than one work classification have wages and deductions included once.			OT					0.25			0.25		$1,271.06					#1 $ - #2 $ -		
			ST		30	21.5	20	36.75			108.25		$2,863.94	$ 193.00	$ 41.53	$177.58	$ -	#3 $ - #4 $ 29.43	$ 441.54	$2,422.40
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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.

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Date: **11/12/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **1st** day of **November, 2015**, and ending the **7th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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.

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See Instruction at http://www.dol.gov/whd/forms/wh347instr.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X Rio Roofing, Inc.	310 Hanmore Industrial Parkway Harlingen, TX 78550	39	11/14/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 11/8	Mon 11/9	Tue 11/10	Wed 11/11	Thu 11/12	Fri 11/13	Sat 11/14	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Buenrostro, Sigifredo V.			OT										$ 620.00					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-7136	M-4	Roof Superintendent	ST	0	10	10	9.5	9.25	0	0	38.75	$ 16.00	$620.00	$ 50.00	$ 8.99	$ 38.44	$ -		$ 107.24	$ 512.76
Garcia, Gilberto			OT										$ 209.00					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-4058	M-1	Roof Laborer	ST	0	0	9.75	0	9.25	0	0	19	$ 11.00	$423.50	$ 26.00	$ 6.14	$ 26.25	$ -		$ 68.20	$ 355.30
Hernandez, Herman			OT										$ 234.00					#1 $ - #2 $ - #3 $ - #4 $ -		
XXX-XX-0694	S-2	Sheet Metal Laborer	ST	0	10	10	0	9.25	0	0	29.25	$ 8.00	$312.00	$ 11.00	$ 4.53	$ 19.35	$ -		$ 34.88	$ 277.12
Mendoza, Adelaido			OT										$ 182.88					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-6413	M-0	Sheet Metal Laborer	ST	0	0	10	0	9.25	0	0	19.25	$ 9.50	$370.51	$ 5.00	$ 5.37	$ 22.98	$ -		$ 43.16	$ 327.35
Moreno, David			OT										$ 218.50					#1 $ - #2 $ - #3 $ - #4 $ -		
XXX-XX-6901	S-2	Sheet Metal Laborer	ST	0	0	9.75	0	9.25	0	0	19	$ 11.50	$442.75	$ 1.00	$ 6.42	$ 27.45	$ -		$ 34.87	$ 407.88
Totals Employees with more than one work classification have wages and deductions included once.			OT										$1,464.38	$ 93.00	$ 31.45	$134.47	$ -	#1 $ - #2 $ - #3 $ - #4 $ 29.43	$ 288.35	$1,880.41
			ST		20	49.5	9.5	46.25			125.25		$2,168.76							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that the proper Davis-Bacon prevalling 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

Date: **11/18/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **8th** day of **November, 2015**, and ending the **14th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens
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Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR: Rio Roofing, Inc. | OR SUBCONTRACTOR: X | ADDRESS: 310 Hanmore Industrial Parkway Harlingen, TX 78550

PAYROLL No.: 40 | FOR WEEK ENDING: 11/21/15 | PROJECT AND LOCATION: Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX | PROJECT/CONTRACT NO.:

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 11/15	Mon 11/16	Tue 11/17	Wed 11/18	Thu 11/19	Fri 11/20	Sat 11/21 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Buenrostro, Sigifredo V.			OT										$ 156.00							
XXX-XX-7136	M-4	Roof Superintendent	ST	0	9.75	0	0	0	0	0	9.75	$ 16.00	$632.00	$ 52.00	$ 9.17	$ 39.18	$ -	#4 $ 9.81	$ 110.16	$ 521.84
Davila Jr., Abel			OT										$ 78.00							
XXX-XX-2685	M-2	Roof Laborer	ST	0	9.75	0	0	0	0	0	9.75	$ 8.00	$320.00	$ -	$ 4.64	$ 19.84	$ -	#4 $ 9.81	$ 34.29	$ 285.71
Garcia, Gilberto			OT										$ 220.00							
XXX-XX-4058	M-1	Roof Laborer	ST	0	9.75	10.25	0	0	0	0	20	$ 11.00	$444.13	$ 28.00	$ 6.44	$ 27.54	$ -	#4 $ 9.81	$ 71.79	$ 372.34
Moreno, David			OT										$ 230.00							
XXX-XX-6901	S-2	Sheet Metal Laborer	ST	0	9.75	10.25	0	0	0	0	20	$ 11.50	$464.32	$ 4.00	$ 6.73	$ 28.79	$ -		$ 39.52	$ 424.80
Perez, Jose A.			OT										$ 107.25							
XXX-XX-1363	M-2	Sheet Metal Laborer	ST	0	9.75	0	0	0	0	0	9.75	$ 11.00	$582.56	$ 45.00	$ 8.44	$ 36.12	$ -	#4 $ 9.81	$ 99.37	$ 483.19
Quintanilla, Mauricio			OT										$ 170.63							
XXX-XX-9399	M-4	Roof Superintendent	ST	0	9.75	0	0	0	0	0	9.75	$ 17.50	$758.01	$ 28.00	$ 10.99	$ 47.00	$ -	#4 $ 9.81	$ 95.80	$ 662.21
Totals Employees with more than one work classification have wages and deductions included once.			OT										$ 961.88							
			ST		58.5	20.5					79		$3,201.02	$ 157.00	$ 46.41	$198.47	$ -	#4 $ 49.05	$ 450.93	$2,750.09
			OT																	
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Date: **11/24/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **15th** day of **November, 2015**, and ending the **21st** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008

OMB No.: 1235-0008

Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X					
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	41	11/28/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
				11/22	11/23	11/24	11/25	11/26	11/27	11/28										
No Work Performed																		#1 #2 #3 #4		
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

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Date: **12/02/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **22nd** day of **November, 2015**, and ending the **28th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X					
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	42	12/05/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
				11/29	11/30	12/1	12/2	12/3	12/4	12/5										
				HOURS WORKED EACH DAY																
No Work Performed																		#1 #2 #3 #4		
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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1 of 1

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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WHD

Rev. Dec. 2008

OMB No.: 1235-0008

Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X					
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	43	12/12/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
															FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
				HOURS WORKED EACH DAY	12/6	12/7	12/8	12/9	12/10	12/11	12/12										
No Work Performed																					
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Date: **12/17/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **6th** day of **December, 2015**, and ending the **12th** day of **December, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens
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.	

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR [ ] OR SUBCONTRACTOR [X] Rio Roofing, Inc. | ADDRESS 310 Hanmore Industrial Parkway Harlingen, TX 78550

PAYROLL No. 44 | FOR WEEK ENDING 12/19/15 | PROJECT AND LOCATION Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX | PROJECT/CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE HOURS WORKED EACH DAY Sun 12/13	Mon 12/14	Tue 12/15	Wed 12/16	Thu 12/17	Fri 12/18	Sat 12/19	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Duenas, Noe	M-0	Roof Laborer	OT										$ 100.00	$ 12.00	$ 4.10	$ 17.51	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 43.42	$ 239.08
XXX-XX-5337			ST	0	10	0	0	0	0	0	10	$ 10.00	$282.50							
Esquibel, Raul	S-1	Roof Superintendent	OT										$ 205.00	$ 76.00	$ 11.44	$ 48.93	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 146.18	$ 643.07
XXX-XX-8690			ST	0	10	0	0	0	0	0	10	$ 20.50	$789.25							
Frausto, Carlos	M-1	Roof Superintendent	OT										$ 165.00	$ 30.00	$ 6.76	$ 28.90	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 75.47	$ 390.66
XXX-XX-9467			ST	0	10	0	0	0	0	0	10	$ 16.50	$466.13							
Gonzalez, Jose (#2)	M-2	Roof Laborer	OT										$ 120.00	$ 14.00	$ 6.65	$ 28.46	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 58.92	$ 400.08
XXX-XX-8388			ST	0	10	0	0	0	0	0	10	$ 12.00	$459.00							
Lemus, Juan A.	M-2	Roofer	OT										$ 120.00	$ 27.00	$ 6.35	$ 27.15	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 70.31	$ 367.69
XXX-XX-8452			ST	0	10	0	0	0	0	0	10	$ 12.00	$438.00							
Totals Employees with more than one work classification have wages and deductions included once.			OT										$ 710.00	$ 159.00	$ 35.30	$150.95	$ -	#1 $ - #2 $ - #3 $ - #4 $ 49.05	$ 394.30	$2,040.58
			ST		50						50		$2,434.88							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

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Sunburst Software Solutions, Inc.

www.CertifiedPayrollReports.com

Date: **12/18/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **13th** day of **December, 2015**, and ending the **19th** day of **December, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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.

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X					
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	45	12/26/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE — HOURS WORKED EACH DAY: Sun 12/20	Mon 12/21	Tue 12/22	Wed 12/23	Thu 12/24	Fri 12/25	Sat 12/26	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
No Work Performed																		#1 #2 #3 #4		
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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Public Burden Statement

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Date: **12/30/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **20th** day of **December, 2015**, and ending the **26th** day of **December, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G. Hichens

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Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X Rio Roofing, Inc.	310 Hanmore Industrial Parkway Harlingen, TX 78550	37	10/31/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 10/25	Mon 10/26	Tue 10/27	Wed 10/28	Thu 10/29	Fri 10/30	Sat 10/31	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Garcia, Gilberto			OT	0	0	0	0	2.25	8.5	0	10.75	$ 16.50	$ 617.38					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-4058	M-1	Roof Laborer	ST	0	11.25	10	10.25	8.5	0	0	40	$ 11.00	$617.38	$ 50.00	$ 8.95	$ 38.28	$ -		$ 107.04	$ 510.34
Moreno, David			OT	0	0	0	0	2	8.5	0	10.5	$ 17.25	$ 641.13					#1 $ - #2 $ - #3 $ - #4 $ -		
XXX-XX-6901	S-2	Sheet Metal Laborer	ST	0	11.25	9.75	10.25	8.75	0	0	40	$ 11.50	$641.13	$ 23.00	$ 9.30	$ 39.75	$ -		$ 72.05	$ 569.08
Perez, Jose A.			OT	0	0	0	0	0	4.5	0	4.5	$ 16.50	$ 123.75					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-1363	M-2	Sheet Metal Laborer	ST	0	0	0	0	0	4.5	0	4.5	$ 11.00	$605.88	$ 48.00	$ 8.79	$ 37.57	$ -		$ 104.17	$ 501.71
Quintanilla, Mauricio			OT	0	0	0	0	0	9	0	9	$ 26.25	$ 236.25					#1 $ - #2 $ - #3 $ - #4 $ 9.81		
XXX-XX-9399	M-4	Roof Superintendent	ST										$1,011.51	$ 63.00	$ 14.67	$ 62.71	$ -		$ 150.19	$ 861.32
Totals Employees with more than one work classification have wages and deductions included once.			OT					4.25	30.5		34.75		$1,618.51	$ 184.00	$ 41.71	$178.31	$ -	#1 $ - #2 $ - #3 $ - #4 $ 29.43	$ 433.45	$2,442.45
			ST		22.5	19.75	20.5	17.25	4.5		84.5		$2,875.90							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X Rio Roofing, Inc.	310 Hanmore Industrial Parkway Harlingen, TX 78550	38	11/07/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE	Sun 11/1	Mon 11/2	Tue 11/3	Wed 11/4	Thu 11/5	Fri 11/6	Sat 11/7	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																	
Barron, Gabriel	M-0	Roof Laborer	OT											$ 147.50	$ 70.00	$ 10.89	$ 46.53	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 137.23	$ 613.21
XXX-XX-8200			ST	0	10	0	0	0	0	0	10	$ 14.75	$750.44							
Buenrostro, Sigifredo V.	M-4	Roof Superintendent	OT											$ 148.00	$ 49.00	$ 8.87	$ 37.95	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 105.63	$ 506.37
XXX-XX-7136			ST	0	0	0	0	9.25	0	0	9.25	$ 16.00	$612.00							
Garcia, Gilberto	M-1	Roof Laborer	OT											$ 437.25	$ 44.00	$ 8.42	$ 35.98	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 98.21	$ 482.04
XXX-XX-4058			ST	0	10	10.75	10	9	0	0	39.75	$ 11.00	$580.25							
Hernandez, Herman	S-2	Sheet Metal Laborer	OT											$ 74.00	$ 11.00	$ 4.43	$ 18.97	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 34.40	$ 271.60
XXX-XX-0694			ST	0	0	0	0	9.25	0	0	9.25	$ 8.00	$306.00							
Moreno, David	S-2	Sheet Metal Laborer	OT	0	0	0	0	0.25	0	0	0.25	$ 17.25		$ 464.31	$ 19.00	$ 8.92	$ 38.15	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 66.07	$ 549.18
XXX-XX-6901			ST	0	10	10.75	10	9.25	0	0	40	$ 11.50	$615.25							
Totals Employees with more than one work classification have wages and deductions included once.			OT					0.25			0.25			$1,271.06	$ 193.00	$ 41.53	$177.58	$ -	#1 $ - #2 $ - #3 $ - #4 $ 29.43	$ 441.54	$2,422.40
			ST		30	21.5	20	36.75			108.25			$2,863.94							
			OT																#1 #2 #3 #4		
			ST																		
			OT																#1 #2 #3 #4		
			ST																		

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

Date: **11/12/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **1st** day of **November, 2015**, and ending the **7th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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.

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See Instruction at http://www.dol.gov/whd/forms/wh347instr.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
Rio Roofing, Inc.	X	310 Hanmore Industrial Parkway Harlingen, TX 78550	39	11/14/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 11/8	Mon 11/9	Tue 11/10	Wed 11/11	Thu 11/12	Fri 11/13	Sat 11/14	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Buenrostro, Sigifredo V.			OT										$ 620.00							
XXX-XX-7136	M-4	Roof Superintendent	ST	0	10	10	9.5	9.25	0	0	38.75	$ 16.00	$620.00	$ 50.00	$ 8.99	$ 38.44	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 107.24	$ 512.76
Garcia, Gilberto			OT										$ 209.00							
XXX-XX-4058	M-1	Roof Laborer	ST	0	0	9.75	0	9.25	0	0	19	$ 11.00	$423.50	$ 26.00	$ 6.14	$ 26.25	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 68.20	$ 355.30
Hernandez, Herman			OT										$ 234.00							
XXX-XX-0694	S-2	Sheet Metal Laborer	ST	0	10	10	0	9.25	0	0	29.25	$ 8.00	$312.00	$ 11.00	$ 4.53	$ 19.35	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 34.88	$ 277.12
Mendoza, Adelaido			OT										$ 182.88							
XXX-XX-6413	M-0	Sheet Metal Laborer	ST	0	0	10	0	9.25	0	0	19.25	$ 9.50	$370.51	$ 5.00	$ 5.37	$ 22.98	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 43.16	$ 327.35
Moreno, David			OT										$ 218.50							
XXX-XX-6901	S-2	Sheet Metal Laborer	ST	0	0	9.75	0	9.25	0	0	19	$ 11.50	$442.75	$ 1.00	$ 6.42	$ 27.45	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 34.87	$ 407.88
Totals Employees with more than one work classification have wages and deductions included once.			OT										$1,464.38							
			ST		20	49.5	9.5	46.25			125.25		$2,168.76	$ 93.00	$ 31.45	$134.47	$ -	#1 $ - #2 $ - #3 $ - #4 $ 29.43	$ 288.35	$1,880.41
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

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Sunburst Software Solutions, Inc.

www.CertifiedPayrollReports.com

Date: **11/18/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **8th** day of **November, 2015**, and ending the **14th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens
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.	

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X	310 Hanmore Industrial Parkway Harlingen, TX 78550	40	11/21/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

Rio Roofing, Inc.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE Sun 11/15	Mon 11/16	Tue 11/17	Wed 11/18	Thu 11/19	Fri 11/20	Sat 11/21	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
Buenrostro, Sigifredo V.			OT										$ 156.00							
XXX-XX-7136	M-4	Roof Superintendent	ST	0	9.75	0	0	0	0	0	9.75	$ 16.00	$632.00	$ 52.00	$ 9.17	$ 39.18	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 110.16	$ 521.84
Davila Jr., Abel			OT										$ 78.00							
XXX-XX-2685	M-2	Roof Laborer	ST	0	9.75	0	0	0	0	0	9.75	$ 8.00	$320.00	$ -	$ 4.64	$ 19.84	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 34.29	$ 285.71
Garcia, Gilberto			OT										$ 220.00							
XXX-XX-4058	M-1	Roof Laborer	ST	0	9.75	10.25	0	0	0	0	20	$ 11.00	$444.13	$ 28.00	$ 6.44	$ 27.54	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 71.79	$ 372.34
Moreno, David			OT										$ 230.00							
XXX-XX-6901	S-2	Sheet Metal Laborer	ST	0	9.75	10.25	0	0	0	0	20	$ 11.50	$464.32	$ 4.00	$ 6.73	$ 28.79	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 39.52	$ 424.80
Perez, Jose A.			OT										$ 107.25							
XXX-XX-1363	M-2	Sheet Metal Laborer	ST	0	9.75	0	0	0	0	0	9.75	$ 11.00	$582.56	$ 45.00	$ 8.44	$ 36.12	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 99.37	$ 483.19
Quintanilla, Mauricio			OT										$ 170.63							
XXX-XX-9399	M-4	Roof Superintendent	ST	0	9.75	0	0	0	0	0	9.75	$ 17.50	$758.01	$ 28.00	$ 10.99	$ 47.00	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 95.80	$ 662.21
Totals Employees with more than one work classification have wages and deductions included once.			OT										$ 961.88							
			ST		58.5	20.5					79		$3,201.02	$ 157.00	$ 46.41	$198.47	$ -	#1 $ - #2 $ - #3 $ - #4 $ 49.05	$ 450.93	$2,750.09
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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Public Burden Statement

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Date: **11/24/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **15th** day of **November, 2015**, and ending the **21st** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens
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Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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WHD

Rev. Dec. 2008

OMB No.: 1235-0008

Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X	310 Hanmore Industrial Parkway Harlingen, TX 78550	41	11/28/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	
Rio Roofing, Inc.						

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
				11/22	11/23	11/24	11/25	11/26	11/27	11/28										
				HOURS WORKED EACH DAY																
No Work Performed																				
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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.

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Date: **12/02/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **22nd** day of **November, 2015**, and ending the **28th** day of **November, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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.

Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

Contractor's Optional Use: See instruction at http://www.dol.gov/whd/forms/wh347instr.

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X	310 Hanmore Industrial Parkway Harlingen, TX 78550	42	12/05/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	
Rio Roofing, Inc.						

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
				Sun	Mon	Tue	Wed	Thu	Fri	Sat				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
				11/29	11/30	12/1	12/2	12/3	12/4	12/5										
				HOURS WORKED EACH DAY																
No Work Performed																		#1 #2 #3 #4		
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
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			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

1 of 2

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
	X					
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	43	12/12/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
															FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
					12/6	12/7	12/8	12/9	12/10	12/11	12/12										
				HOURS WORKED EACH DAY																	
No Work Performed																					
			OT																		
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			OT																		
			ST																		

#1 #2 #3 #4

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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Public Burden Statement

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Date: **12/17/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **6th** day of **December, 2015**, and ending the **12th** day of **December, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens

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Revised December 2008, Expires 01/31/2018.

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR: Rio Roofing, Inc. | OR SUBCONTRACTOR: X | ADDRESS: 310 Hanmore Industrial Parkway Harlingen, TX 78550

PAYROLL No.: 44 | FOR WEEK ENDING: 12/19/15 | PROJECT AND LOCATION: Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX | PROJECT/CONTRACT NO.:

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Sun 12/13	Mon 12/14	Tue 12/15	Wed 12/16	Thu 12/17	Fri 12/18	Sat 12/19 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCAREE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Duenas, Noe XXX-XX-5337	M-0	Roof Laborer	OT										$ 100.00	$ 12.00	$ 4.10	$ 17.51	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 43.42	$ 239.08
			ST	0	10	0	0	0	0	0	10	$ 10.00	$282.50						
Esquibel, Raul XXX-XX-8690	S-1	Roof Superintendent	OT										$ 205.00	$ 76.00	$ 11.44	$ 48.93	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 146.18	$ 643.07
			ST	0	10	0	0	0	0	0	10	$ 20.50	$789.25						
Frausto, Carlos XXX-XX-9467	M-1	Roof Superintendent	OT										$ 165.00	$ 30.00	$ 6.76	$ 28.90	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 75.47	$ 390.66
			ST	0	10	0	0	0	0	0	10	$ 16.50	$466.13						
Gonzalez, Jose (#2) XXX-XX-8388	M-2	Roof Laborer	OT										$ 120.00	$ 14.00	$ 6.65	$ 28.46	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 58.92	$ 400.08
			ST	0	10	0	0	0	0	0	10	$ 12.00	$459.00						
Lemus, Juan A. XXX-XX-8452	M-2	Roofer	OT										$ 120.00	$ 27.00	$ 6.35	$ 27.15	$ -	#1 $ - #2 $ - #3 $ - #4 $ 9.81	$ 70.31	$ 367.69
			ST	0	10	0	0	0	0	0	10	$ 12.00	$438.00						
Totals Employees with more than one work classification have wages and deductions included once.			OT										$ 710.00	$ 159.00	$ 35.30	$150.95	$ -	#1 $ - #2 $ - #3 $ - #4 $ 49.05	$ 394.30	$2,040.58
			ST		50						50		$2,434.88							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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 preceeding 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 that 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

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Date: **12/18/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **13th** day of **December, 2015**, and ending the **19th** day of **December, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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
Molly G. Hichens , Treasurer	Molly G Hichens
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Revised December 2008, Expires 01/31/2018.

1 of 2

U. S. Department of Labor
Wage and Hour Division

PAYROLL

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WHD
U.S. Wage and Hour Division

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	PROJECT/CONTRACT NO.
	X		
Rio Roofing, Inc.		310 Hanmore Industrial Parkway Harlingen, TX 78550	

PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION
45	12/26/15	Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility Edinburg, TX

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
				Sun 12/20	Mon 12/21	Tue 12/22	Wed 12/23	Thu 12/24	Fri 12/25	Sat 12/26				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
No Work Performed																		#1 #2 #3 #4		
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
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			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#3 Medical
#4 Garnishments

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Date: **12/30/2015**

I, **Molly G. Hichens** *(Name of Signatory Party)*, **Treasurer** *(Title)* do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Rio Roofing, Inc.** *(Contractor or Subcontractor)* on the **CAHS Hidalgo Cty Adult Det. Ctr. & Law Enf. Facility** *(Building or Work)*; that during the payroll period commencing on the **20th** day of **December, 2015**, and ending the **26th** day of **December, 2015**, 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 **Rio Roofing, Inc.** *(Contractor or Subcontractor)* from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
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(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
Molly G. Hichens , Treasurer	Molly G Hichens

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Revised December 2008, Expires 01/31/2018.

CONSTRUCTION CHANGE ORDER

PROJECT:	Hidalgo County ADC & LEF Repairs and/or Replacement	CHANGE ORDER NUMBER:	2	OWNER ■
		DATE:	1/13/2016	ENGINEER ■
	701 El Cibolo Rd. Edinburg, TX 78542	ENGINEER'S PROJECT NO.:	13159	CONTRACTOR ■
TO CONTRACTOR:				FIELD □
	CAHS Inc. TACLA010347E	CONTRACT DATED:	2/10/2015	PROJECT MANAGER ■
	3008 Spur 54 Harlingen, TX 78552	CONTRACT FOR:	No. C-14-047-01-20 PO#721107	

You are hereby directed to make the following change(s) in this Contract:

(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is as follows:

A) New RTUs Integration into Existing Fire Alarm System

All labor, material, and equipment nessesary to integrate new RTUs into existing fire alarm system to function properly to shut down units during alarm mode. Further install all required equipment including but not limited to new wiring, smoke detectors, contactors and circuits to meet Code.

Total amount to be added to the Contract. $ 10,000.00

B) Reimbursment for Omitting Insulation and Metal Jacketing of (105) RTUs.

Total amount to be credited to the Owner. $ (10,000.00)

The original Contract Sum was	$ 5,990,000.00
The net change by previously authorized Change Orders	$ (27,000.00)
The Contract Sum prior to this Change Order was	$ 5,963,000.00
The Contract Sum will be decreased by this Change Order in the amount of	$ -
The new Contract Sum including this Change Order, will be	$ 5,963,000.00
The Contract Time will be changed by an additional	(45) days

When signed by the Owner and Engineer and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Order (CCO), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contractor Time set forth in this CCO.

Chanin Engineering, LLC
ENGINEER *(Firm name)*
400 N Ware Ste N2
Address McAllen Tx 78504
BY *(Signature)*
Miguel Chanin, PE
Typed name
1/22/16
DATE

Central Air + Heating Svc Inc
CONTRACTOR *(Firm name)*
3008 W Spur 54
Address Harl Tx 78552
BY *(Signature)*
Frank Watz
Typed name
1/22/2016
DATE

Hidalgo County
OWNER *(Firm name)*
100 E. Cano, 2nd floor.
Address Edinburg TX 78539
Ramon Garcia
BY *(Signature)*
Ramon Garcia
Typed name
1/28/16
DATE

APPROVED BY COMMISSIONERS' COURT
ON: 1/19/16

CONSTRUCTION CHANGE DIRECTIVE

PROJECT:	Hidalgo County ADC & LEF Repairs and/or Replacement	DIRECTIVE NUMBER:	3	OWNER ■
		DATE:	1/13/2016	ENGINEER ■
	701 El Cibolo Rd. Edinburg, TX 78542	ENGINEER'S PROJECT NO.:	13159	CONTRACTOR ■
TO CONTRACTOR:				FIELD □
	CAHS Inc. TACLA010347E	CONTRACT DATED:	2/10/2015	PROJECT MANAGER ■
	3008 Spur 54 Harlingen, TX 78552	CONTRACT FOR:	No. C-14-047-01-20 PO#721107	

You are hereby directed to make the following change(s) in this Contract:

(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is as follows:

Adjustments to the allowances for the additional work as discribed below.

Allowances:	Original	CD #1*	CD #2**	CD #3***
Steel Columns	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -
Grout Repair	$ 5,000.00	$ 5,000.00	$ -	$ -
Replace Door and Re-heat wiring at 2 coolers and 1 freezer	$ 7,500.00	$ -	$ -	$ -
Remove single condensing unit, provide 2 condensing units, 1 for freezer and 1 for coolers	$ 19,000.00	$ -	$ -	$ -
Testing and Inspecting	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ -
Owner Contingency	$ 130,000.00	$ 23,500.00	$ 2,584.25	$ -

* Amounts reflected in CD #1 column are based on approved Change Directive #1.

** Amounts reflected in CD #2 column are based on approved Change Directive #2.

** Amounts reflected in CD #3 column are based on approved Change Directive #3.

1. a) Transfer $25,000.00 from Steel Columns allowance to Owner Contingency allowance.	$ (25,000.00)
1. b) Transfer $10,000.00 from Testing and Inspecting allowance to Owner Contingency allowance.	$ (10,000.00)
1. c) Revised Total Amount in Owner Contingency allowance.	$ 37,584.25
Total amount to be deducted from Owner Contigency by CD #3 items below	$ (37,584.25)
Balance of Owner Contigency after Change Directive #3	$ -

A) Motorized Dampers

All labor, material, and equipment nessesary to Remove and Replace (63) 115 V non operable motorized dampers actuators including commissioning of existing dampers. Total: $ 24,255.00

Total amount to be deducted from Contingency Allowance. $ **(24,255.00)**

B) Firewall Dampers

All labor, material, and equipment nessesary to Remove and Replace (9) damaged dampers in metal ductwork firewalls including commissioning. Total: $ 2,315.00

Total amount to be deducted from Contingency Allowance. $ **(2,315.00)**

C) Extension of Condensate Drains

All labor, material, and equipment nessesary to extend condensate drains to new designated down spouts including but not limited to additional piping and fittings. Total: $ 1,206.25

Total amount to be deducted from Contingency Allowance. $ (1,206.25)

D) UV Protective Paint

All labor, material, and equipment nessesary to insulate and apply UV protective paint coating on (105) RTU condensate drains. Total: $ 3,678.00

Total amount to be deducted from Contingency Allowance. $ (3,678.00)

E) Valley Gutters

All labor, material, and equipment nessesary to install (8) 3' wide valley gutters from down spout to closest storm drain. Gutters to be built on grade with 3000 psi concrete and steel wire mesh. Total: $ 4,500.00

Total amount to be deducted from Contingency Allowance. $ (4,500.00)

F) New RTUs Integration into Existing Fire Alarm System

All labor, material, and equipment nessesary to integrate new RTUs into existing fire alarm system to function properly to shut down units during alarm mode. Further install all required equipment including but not limited to new wiring, smoke detectors, contactors and circuits to meet Code. Total: $ 1,630.00

Total amount to be deducted from Contingency Allowance. $ (1,630.00)

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Engineer and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contractor Time set forth in this CCD.

ENGINEER *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Chanin Engineering, LLC	Central Air & Heating Svc. Inc.	Hidalgo County
Address 400 Nolana Ste. N2 McAllen TX 78504	Address 3006 W SAM RAY 374 Harlingen TX 78552	Address 100 E. Cano, 2nd fl. Edinburg TX 78539
BY *(Signature)*	BY *(Signature)*	BY *(Signature)* Ramon Garcia
Typed name Miguel Chanin, PE	*Typed name* FRANK WATTS	*Typed name* Ramon Garcia
DATE 1/22/16	DATE 1/22/2016	DATE 1/28/16

APPROVED BY
COMMISSIONERS' COURT
ON: 1/19/16

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT#1
TO CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR,
C-14-047-01-20

This AMENDMENT to the Construction Contract, between Central Air and Heating Services, Inc. ("the Contractor") and **HIDALGO COUNTY, TEXAS** ("Owner"), effective 19th day of January, 2016, is made between the Contractor and the Owner, (the "Amendment"), as follows:

WHEREAS, Contractor and Owner executed that certain Construction Contract between Contractor and the Owner dated January 20, 2015 (the "Contract"), in which the Contractor agreed to provide construction services for the Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement (the "Project");

WHEREAS, due to unforeseen circumstances the allowances included in the Contract require adjustment; and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor hereby agree to the following amendment to the Contract.

1. Section 012000 Part 1- General- 1.2 Allowances of the Agreement is amended as follows:

   The balance in F.1-Allowance Schedule-Steel Support Column shall be reduced to $0.00 and the remaining balance prior to reduction of $25,000.00 shall be transferred to the Contingency Allowance.

2. Section 012000 Part 1-General-1.4 Testing and Inspection Allowances is amended as follows:

   D.1- Testing and Inspection Allowance Schedules shall be reduced to $0.00 and the remaining balance prior to reduction of $10,000.00 shall be transferred to the Contingency Allowance.

CHANIN
ENGINEERING, LLC

400 NOLANA SUITE N2
MCALLEN, TX 78504
TEL. 956.687.9421
FAX 956.687.3211

Invoice No.: 13159-14
Invoice Date: February 4, 2016

Application for Payment No. 11

Hidalgo County Sheriff's Office
701 El Cibolo Rd.
Edinburg, TX 78539
Phone: 956.318.2626

Project No.: 13-159

Project Name:
Hidalgo County Sheriff's Office
Adult Detention Center and
Law Enforcement Facility Repairs
and/or Replacement

INVOICE

Description	Schedule Value	% Complete	Prior Billings	This Invoice
Estimated Total Fee				
(Based on $5,990,000 Projected Cost) 5% x $5,990,000=	$299,500.00			
Design Development (25% of fee)	$74,875.00	100%	$74,875.00	$0.00
Construction Drawings (50% of fee)	$149,750.00	100%	$149,750.00	$0.00
Bidding & Negotiation (5% of fee)	$14,975.00	100%	$14,975.00	$0.00
Construction Phase (20% of fee)	$59,900.00	100.000%	$59,301.00	$599.00
Sub Amounts	$299,500.00		$298,901.00	$599.00
Reimbursables				
HCADC Plans for Bid	$3,854.34	100%	$3,854.34	$0.00
HCADC Plans for Bid	$3,494.75	100%	$3,494.75	$0.00
P.O. #69545 TOTALS:	$306,849.09 ✓		$306,250.09	$599.00 ✓

Invoice Received By:
Tapia On: 2-4-16

Goods/Services Received By:
Tapia On: 2-20-16

Total Amount Due: $599.00

6-1345-423-21-280-087-0-452

Account Summary		
Billed To Date	Paid To Date	Balance Due
$306,849.09	$306,250.09	$599.00

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: **Hidalgo County Sheriff's Office**
Contact: **Myra Montoya**
Telephone #: **(956)393-6024**
Date: **08/28/15**

Purchase Order Number: **695452**
Increase # **2** For this Purchase Order
Procurement Method:

TO: Vendor Number **41250**
Vendor Name: **CHANIN ENGINEERING**
Address: **400 NOLANA STE N2**
MCALLEN.TX 78504

- ■ CONTRACT C-13-133-07-09 Cooperative Awarded Vendor
- □ TBPC State Award, TCPN, TASB-Buyboard
- □ Quotes over $1,000.00 (verbal quotes)
- □ Quotes over $5,000.00 (attach quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP #	Unit Price	Increase	Amount
		Amount of Original Purchase Order			299,500.00	~~$250,689.95~~
1		STRUCTUAL ENGINEERING SERVICES FOR DETENTION AND LAW ENFORCEMENT	92592			
		P.O. INCREASE 06/09/15				$48,810.05
		Amount of Increase Request				7349.09
		TOTAL AMOUNT				~~$50,000.00~~
						~~$349,500.00~~

Account Number: **5-1345-423-21-280-087-0-452**

Liquidated: 41331.00 300,849.0
Available: 164,512.45

Reason: **INCREASE IS BEING REQUESTED TO COVER EXPENDITURES FOR THE REMAINDER OF PROJECT.**

Reviewed By: Emilia Vargas — DEPARTMENT HEAD — DATE 08/28/15

Reviewed By: [illegible] — PURCHASING DEPARTMENT — DATE 8/28/15

Approved By: Martha L Salazar — PURCHASING AGENT — DATE 8/28/15

Approved By: _____ — HIDALGO COUNTY AUDITOR — DATE _____

Purchase Order

PO#: 695452

COUNTY OF HIDALGO

DATE: 07/18/13

VENDOR: 412520 REQ:00239776
FAX (956)687-3211 Email:miguel@chaninengineering.com
Phone: (956)687-9421
CHANIN ENGINEERING, LLC
400 NOLANA SUITE N2
MCALLEN TX 78504
Vendor Acct:

BUYER: VRODRIGUEZ
SHIP TO: HIDALGO COUNTY JAIL
701 EL CIBOLO RD
EDINBURG Tx 78539
CONTACT: Virginia Rodriguez (956)393-6023
SITE: HIDALGO COUNTY JAIL

Special Instructions Contract No: C-13-133-07-09

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-13-133-07-09 LOCATION CONSTRUCTION SITE 701 EL CIBOLO RD EDINBURG, TEXAS 78540		
1	LOT	CE STRUCTURAL ENGINEERING SERVICES FOR DETENTION & LAW ENFORCEMENT FACILITIES REPAIRS. FEE OF 5% WILL BE APPLIED FROM BUDGET ESTIMATE AMOUNT OF $5,013,738.15 BASE ON FINAL CONSTRUCTION COST.	250,689.98	250,689.9
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	250,689.9

****
For Hidalgo County use only
3-1100-423-21-280-086-0-311 250,689.95

Approved _____

You are hereby directed to make the following change(s) in this Contract:

(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is as follows:

A) New RTUs Integration into Existing Fire Alarm System

All labor, material, and equipment nessesary to integrate new RTUs into existing fire alarm system to function properly to shut down units during alarm mode. Further install all required equipment including but not limited to new wiring, smoke detectors, contactors and circuits to meet Code.

Total amount to be added to the Contract.	$	10,000.00

B) Reimbursment for Omitting Insulation and Metal Jacketing of (105) RTUs.

Total amount to be credited to the Owner.	$	(10,000.00)

The original Contract Sum was	$	5,990,000.00
The net change by previously authorized Change Orders	$	(27,000.00)
The Contract Sum prior to this Change Order was	$	5,963,000.00
The Contract Sum will be decreased by this Change Order in the amount of	$	-
The new Contract Sum including this Change Order, will be	$	5,963,000.00
The Contract Time will be changed by an additional		(45) days

Purchase Order Inquiry - FUINQ01A 07/21/15 7:45 AM

PO Number 721107
PO Date 02-11-2015
Requisition No 00271615
Owner VRODRIGUEZ
PO Type

Vendor No 430781
Vendor Name CENTRAL AIR & HEATING SVCS. INC.
Address 3008 SPUR 54
HARLINGEN, TX 78552

PO Total **5,990,000.00**
Payment Total **5,926,500.00**

Detail | Header | Payment Info | Journals

Line No	Ordered	Quantity Received	Canceled	Description	Unit Price	Amount
1	1			DETENTION & LAW ENFORCEMENT ROOF AND A/C REPLACEME	5,990,000.000	5,990,000.00

Total **5,990,000.00**

Account Number	Description	Amount	Amount Liq
5-1345-423-21-280-087-0-452	CO2014-JAIL RENOVATIONS-BLDG ADD & RENO'	5,990,000.00	5,926,500.00

AI-53647 Closed Session 22. C.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Marco Arroyo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 10:56 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Aida Alvarez Started On: 03/03/2016 10:37 AM

Final Approval Date: 03/04/2016

AI-53518 Closed Session 22. D.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Soad Aglaee Anzaldua

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 09:31 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Aida Alvarez Started On: 02/23/2016 11:22 AM

Final Approval Date: 03/04/2016

AI-53552 Closed Session 22. E.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Charlene Miller

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2016 03:10 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 02/25/2016 04:48 PM

Final Approval Date: 03/04/2016

AI-53545 Closed Session 22. F.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0722-16-E; Santiago Aguilera Lara et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/25/2016 02:07 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 02/25/2016 01:03 PM

Final Approval Date: 03/04/2016

AI-53676 Closed Session 22. G.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-00607; Claim of Claudia Quiroga

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 03/03/2016 04:22 PM

Final Approval Date: 03/03/2016

AI-53528 Closed Session 22. H.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation - Claim against Old Republic Surety Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 09:31 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 02/24/2016 09:17 AM

Final Approval Date: 03/04/2016

AI-53612 Closed Session 22. I.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 03/02/2016 11:14 AM

Final Approval Date: 03/02/2016

AI-53578 Closed Session 22. J.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0830-16-G; R. Gutierrez Engineering Corporation v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/01/2016 01:18 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/01/2016 11:15 AM

Final Approval Date: 03/04/2016

AI-53665 Closed Session 22. K.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0887-16-H; R.Gutierrez Engineering Corporation v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 03:09 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/03/2016 03:00 PM

Final Approval Date: 03/04/2016

AI-53633 Closed Session 22. L.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation of the appointment, employment and duties of the Hidalgo County Fire Marshal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 04:45 PM
Budget & Management	Veronica Ortiz	03/02/2016 04:47 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/02/2016 04:44 PM

Final Approval Date: 03/04/2016

Closed Session 22. M.

AI-53635

CC - REGULAR
Meeting Date: 03/07/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation of the appointment, employment and duties of the WIC Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 04:47 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/02/2016 04:46 PM
Final Approval Date: 03/04/2016

AI-53648 Open Session 24. C.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Marco Arroyo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 10:56 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Aida Alvarez Started On: 03/03/2016 10:38 AM

Final Approval Date: 03/04/2016

AI-53519 Open Session 24. D.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Soad Algaee Anzaldua

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 09:31 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Aida Alvarez Started On: 02/23/2016 11:30 AM

Final Approval Date: 03/04/2016

AI-53553 Open Session 24. E.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Charlene Miller

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/26/2016 03:10 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 02/25/2016 04:49 PM

Final Approval Date: 03/04/2016

AI-53546 Open Session 24. F.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0722-16-E; Santiago Aguilera Lara et al v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/25/2016 02:07 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 02/25/2016 01:03 PM

Final Approval Date: 03/04/2016

AI-53677 Open Session 24. G.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-00607; Claim of Claudia Quiroga

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 03/03/2016 04:22 PM

Final Approval Date: 03/03/2016

AI-53529 Open Session 24. H.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Litigation - Claim against Old Republic Surety Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/24/2016 09:31 AM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 02/24/2016 09:18 AM

Final Approval Date: 03/04/2016

AI-53611 Open Session 24. I.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Form Started By: Monica Badillo Started On: 03/02/2016 11:14 AM

Final Approval Date: 03/02/2016

AI-53579 Open Session 24. J.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0830-16-G; R. Gutierrez Engineering Corporation v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/01/2016 01:18 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/01/2016 11:17 AM

Final Approval Date: 03/04/2016

AI-53667 Open Session 24. K.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0887-16-H; R.Gutierrez Engineering Corporation v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/03/2016 03:09 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/03/2016 03:01 PM

Final Approval Date: 03/04/2016

AI-53634 Open Session 24. L.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation of the appointment, employment and duties of the Hidalgo County Fire Marshal

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 04:46 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/02/2016 04:45 PM

Final Approval Date: 03/04/2016

AI-53636 Open Session 24. M.

CC - REGULAR

Meeting Date: 03/07/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Deliberation of the appointment, employment and duties of the WIC Director

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/02/2016 04:48 PM
Final Approval	Monica Badillo	03/04/2016 08:32 AM

Form Started By: Monica Badillo Started On: 03/02/2016 04:46 PM

Final Approval Date: 03/04/2016